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# Insurance Counsel Journal

April, 1947

Vol. XIV

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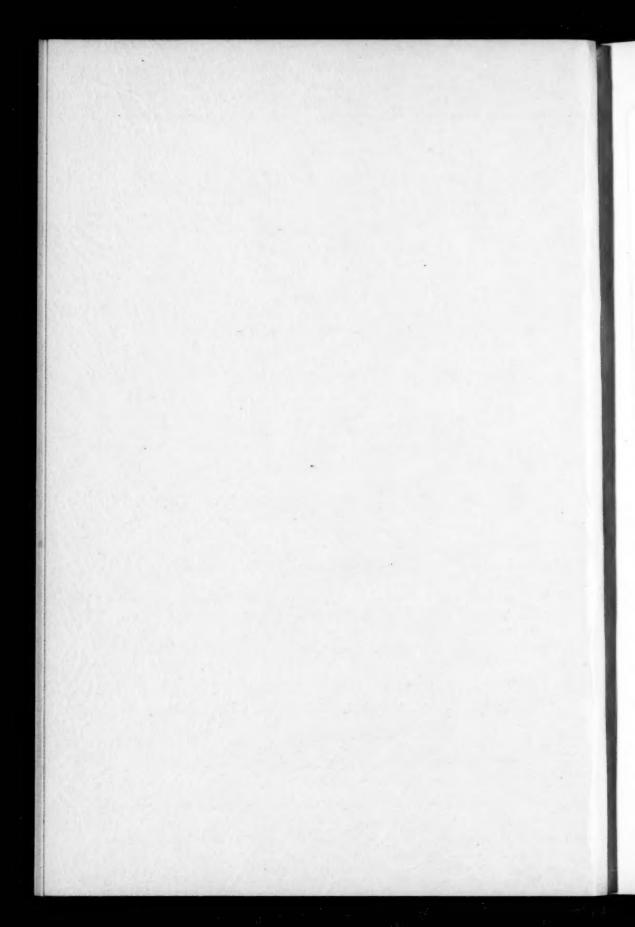
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# ANNUAL CONVENTION

The Monmouth Hotel Spring Lake Beach New Jersey

September 4th, 5th, 6th

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### PURPOSE

The purpose of this Association shall be to bring into close contact by association and communication lawyers, barristers and solicitors who are residents of the United States of America, or any of its possessions, or of the Dominion of Canada, or of the Republic of Cuba, or of the Republic of Mexico, who are actively engaged wholly or in part in practice of that branch of the law pertaining to the business of insurance in any of its branches, and to Insurance Companies; for the purpose of becoming more efficient in that particular branch of the legal profession, and to better protect and promote the interests of Insurance Companies authorized to do business in the United States or Dominion of Canada or in the Republic of Cuba, or in the Republic of Mexico; to encourage cordial intercourse among such lawyers, barristers and solicitors, and between them and Insurance Companies generally.

# President's Page



THE REPORT of the Mid-Winter Meeting of the Executive Committee appears elsewhere in this issue of the Journal. I wish to thank the members of the Committee who generously contributed their time and highly valued suggestions to make this meeting a signal success.

Our next Annual Convention will be held at The Monmouth Hotel, Spring Lake Beach, New Jersey, on September 4, 5 and 6, 1947. I am sure that you will most heartily approve of this convention site which the Executive Committee has selected. It is reported that the accommodations there leave nothing to be desired in the way of comfort and relaxation. To afford members an opportunity to enjoy this delightful spot to the fullest extent, no business meeting will be scheduled for the afternoon of any day during the Convention. It was felt that members would prefer to work a little longer in the morning and thereby permit elimination of afternoon sessions.

By way of another innovation, the transaction of all convention business will be scheduled on the first and last days of the three-day convention. The morning of the second day of the convention will be devoted to Open Forum Discussions under the able guidance of Chairman Wayne L. Stichter, of Toledo, Ohio.

All in all, we can look forward to a most interesting and worthwhile program at the Convention.

From all advance reports each of the standing committees is engaged in work giving promise of having distinct value to the Association. The objective of each committee chairman is to make membership in our Association more vital and valuable to its members than ever before. The Committee Reports will be published in the July issue of the Journal.

In planning your summer vacations, be sure to keep in mind September 4th, 5th, and 6th, at The Monmouth Hotel. We will try to make this Convention one of the biggest and best in the history of our Association.

PAUL J. McGough, President.

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# Insurance Counsel Journal

PUBLISHED QUARTERLY BY

INTERNATIONAL ASSOCIATION OF INSURANCE COUNSEL

GEORGE W. YANCEY, Editor and Manager Massey Building, BIRMINGHAM, ALABAMA.

The Journal welcomes contributions from members and friend publishes as many as space will permit. The articles purepresent the opinions of the contributors only. Where C tee Reports have received official approval of the Executive mittee it will be so noted.

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No. 2

# 1947 ANNUAL MEETING OF INSURANCE COUNSEL THE MONMOUTH HOTEL

Spring Lake Beach, New Jersey September 4, 5 and 6, 1947

During its mid-winter meeting, your Executive Committee was confronted with the arduous task of finding a suitable place for the 1947 annual meeting. Fortunately, the special committee appointed by the Executive Committee in the course of the mid-winter meeting, located the owner and manager of The Monmouth Hotel who happened to be in the same hotel with your Executive Committee. By personal negotiations your President and the Executive Committee secured this hotel, which does not cater to conventions and which is known throughout the Northeast as a very exclusive hotel.

Ray Caverly, of New York, was in my office a few days ago, and upon being advised that the annual meeting for 1947 would be held at The Monmouth, expressed amazement that this hotel would take a convention. Mr. Caverly advised that the weather in the early part of September should be excellent and the water ideal for bathing. May I suggest to members of the Association that they immediately write the hotel and make reserva-

We have been assured by the management of The Monmouth that the hotel will be reserved exclusively for our convention, and that in the event the attendance exceeds the hotel's capacity, accommodations in another hotel within a block of The Monmouth will be made available to our members, and that such hotel will satisfy those who desire and deserve the best. In the July issue of the Journal you may expect a picture of the hotel, and also advice as to railroad schedules to and from Spring Lake Beach, New Jersey, and certain information in reference to automobile travel to and from Spring Lake Beach.

To the members who have visited Spring Lake Beach, nothing further need be said. To those of you who have not had the pleasure of stopping at The Monmouth Hotel at Spring Lake, your Editor suggests that you now plan your summer vacation so that you will be able to attend our annual meeting, and that you make your reservations without delay.

# LEGISLATIVE ADVISORY COMMITTEE

It is with pleasure we announce that your President, Paul McGough, at the midwinter meeting of the Executive Committee, appointed a Legislative Advisory Committee due to the fact that in many States legislatures would meet this year. The following were named to this committee:

Hervey J. Drake, Counsel

Association of Casualty & Surety Executives

60 John Street, New York 7, New York Ambrose B. Kelly

Manufacturers Mutual Fire Insurance Company

1500 Turks Head Building

Providence, Rhode Island

Franklin J. Marryott Liberty Mutual Insurance Company

175 Berkeley Street

Boston 17, Massachusetts

Richard C. Wagner Association of Casualty & Surety **Executives** 

60 John Street, New York 7, New York Should any member of the Association find that in his home State there is pending legislation adverse to our interests, we suggest that you communicate with our

President and the members of the above named committee.

# OURNAL CUMULATIVE INDEX

Before now you have no doubt received a copy of the Cumulative Index to Insurance Counsel Journal. The binder of this index is green in order to distinguish it from other issues of the Journal.

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McGough, for this index. President McGough, through his contacts and friendship with officials of the West Publishing Company, secured their services in compiling this index without cost to the Association. We hope that each of you will keep this index, because we are reasonably sure that due to the expense of printing the index you will not have another for some time, except probably a supplemental index, to be published at a later date.

Although the index has been received by the membership for only a short while, we are already receiving requests for copies of index articles and back numbers of the Journal. If our office can be of service to the membership in supplying missing journals containing articles in which members are particularly interested, we will be glad to do so as long as the supply lasts.

We wish to express to the West Publishing Company in behalf of the Association our sincere thanks for their splendid work in the compilation of the Cumulative Index.

# BY-LAWS AND ADDITIONAL MEMBERS

As all of you know, the by-laws of our Association provide for an annual payment of twelve dollars by one member of a firm, and an annual payment of three dollars for the additional members, provided they are connected with the same firm of lawyers or with the same insurance company. The by-laws further provide that the Journal be sent only to members holding the twelve dollar membership. For a time, your Executive Committee instructed your Editor to send the Journal to all members. This practice was discontinued at the midwinter meeting of the Executive Committee due to the increased cost of printing the Journal and scarcity of paper. Therefore, the Cumulative Index and April issue of Insurance Counsel Journal are being mailed to members holding the twelve dol-lar annual membership. This was found necessary as the cost of the Journal exceeds the annual payment to the Association of the three dollar membership.

### ASSOCIATION BY-LAWS

You may anticipate suggested changes in the by-laws of the Association in the July issue of the Journal. These changes are recommended for your consideration. One of the most important recommendations which concerns all of us pertains to the annual dues of all members. It is recommended that all membership dues be fixed at twelve dollars and that each member receive the Journal and Index. Your President and your Executive Committee would welcome any member writing and giving them the benefit of his recommendations and suggestions.

# CONGRATULATIONS— PAUL McGOUGH

As Editor of the Journal, I would like to pay my respects to your President, Paul McGough. As many of you know, I have been active in the Association since its beginning, and I can say without cavil that Mr. McGough has done and is doing an excellent job. Paul McGough has not only taken care of his task as President of the Association, but has given your Editor good advice and assistance. He has been untiring and very successful in securing worthwhile articles for the Journal. As we all know, Paul McGough is a very busy lawyer, with a tremendous practice, but he has taken time off to give to this Association a great deal of his energy and competent guidance, and I am sure that the entire membership of this Association appreciates his work. As insurance lawyers have recently faced an unprecedented volume of work, your Editor has found it quite difficult in recent months to secure worthwhile articles for the Journal. Your President and Executive Committee at the midwinter meeting promised and have gra-ciously fulfilled their promise to assist in securing articles.

# INVITATION

This is an invitation to the membership of the Association to contribute to our Journal and make it a journal in which they can take personal pride. Without your assistance the Journal would not be worthy of publication. It is the outstanding publication of its kind in America today, because of the untiring efforts of a large number of the membership in securing for and contributing articles to the Journal. Therefore, as Editor until our annual meeting, I invite each of you to assist not only in making the Journal an unexcelled medium of exchange of legal information, but a legal publication in which each member may rightfully take personal and professional pride.

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# Rules of Discovery in the Federal District Courts as of January, 1947

By WILBUR E. BENOY Columbus, Ohio

THE Supreme Court of the United States on January 6, 1947, adopted a number of the Rules as proposed by its Advisory Committee, the most important of which were Rules 12, 14, 54, 60 and 73. Rule 80 was abrogated. Rules 25, 30 and 50, as proposed, were not included in the list of the Rules adopted. Rule 34, relating to discovery, was adopted, minus the proposal found in Rule 30 (b), which was adopted into Rule 34 by reference. This reference was apparently not removed. It is assumed that the decision in the Hickman case effectively disposed of the proposed amendments to Rule 30 (b) which affected trial counsel and the rights of litigants more than any other particular Rule proposed. They become effective in six months after adoption.

We direct attention particularly to the recent developments with respect to pro-

posed Rule 30 (b).

The proposed Rule 30 (b) provided that the District Courts had power and authority to require a party to disclose to his adversary documents pertinent to the issues, including the power to order the production and inspection of statements taken, after occurrence of the incident, by a party to the proceeding in preparation for anticipated litigation. An attempted prohibition was placed in the proposed rule denying the right to inspection of such documents unless the Court is satisfied

"that denial of production or inspection will unfairly prejudice the party seeking the production or inspection in preparing his claim or defense, or will cause him undue hardship or injustice. The Court shall not order the production or inspection of any part of the writing that reflects an attorney's mental impressions, conclusions, opinions or legal theories, or, except as provided in Rule 35, the conclusions of an expert."

The proposed rules incorporated this exception by reference into Rule 26, providing for the taking of depositions; in Rule 33 relating to the propounding of interrogatories to parties; and in Rule 34, which is the rule that, in its original form, provided for the discovery and production of documents and things for inspection, copying and photographing.

The Supreme Court in an opinion announced January 13, 1947, in the case of Hickman, as Administrator, etc. v. Taylor, et al., in which all the Justices concurred, considered each and all of the rules re-

ferred to above.

In that case, plaintiff's counsel sought an order, granted by the District Court, requiring the defendants to produce for inspection and disclose to plaintiff's counsel all (1) signed and unsigned written statements taken after occurrence of the accident, by Attorney Fortenbaugh; and (2) all memorandums made by Fortenbaugh of oral conversations with witnesses and others, in anticipation of litigation and in preparation of the case for trial.

Mr. Justice Murphy delivered the opinion of the Court and Mr. Justice Jackson announced a concurring opinion more strongly against the interpretation of the present rule, in which opinion Mr. Justice

Frankfurter joined.

Said Mr. Justice Murphy, "examination into a person's files and records, including those resulting from the professional activities of an attorney, must be judged with care. It is not without reason that various safeguards have been established to preclude unwarranted excursions into the privacy of a man's work. At the same time, public policies support reasonable and necessary inquiries. Properly to balance these competing interests is a delicate and difficult task."

Under this suggestion, no doubt, counsel for insurance companies will from time to time meet with a claim for the privilege of invading their files and correspondence; and the question will arise of balancing

"these competing interests."

In the Hickman case public hearings were held before the United States Steamg of

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boat Inspectors at which all four of the survivors of the catastrophe were examined. This testimony was recorded and made available to all interested parties. Fortenbaugh subsequently interviewed all the persons believed to have some information relating to the accident and made memorandum of what these parties told him. He supplemented the inquiry of the Inspectors with inquiries of the survivors of the crew.

All of the cases were settled, save one on which suit was filed. The petitioner filed interrogatories directed to the defendants, one of which asked the defendants to attach "exact copies of all such statements if in writing, and if oral, set forth in detail the exact provisions of any such oral statements or reports." Supplemental interrogatories were filed asking for additional information of the same character. Answers to those interrogatories admitted that statements were taken but defendants declined to further answer the interrogatories on the ground that such requests called for "privileged matter obtained in preparation for litigation" and constituted "an attempt to obtain indirectly counsel's private files;" that an answer to the request "will involve practically turning over not only the complete files, but also the telephone records and, almost, the thoughts of counsel."

The District Court for the Eastern District of Pennsylvania sitting en banc found that the request for such matter was not privileged and ordered the defendants to answer. They refused to answer and were cited for contempt. The rule in contempt was granted. 4 FRD 479. Appeal was taken to the Third Circuit Court of Appeals, also sitting en banc, which reversed the judgment of the District Court. 153 F. (2d) 212. The Appellate Court held that the information sought was part of the "work product of the lawyer" and hence privileged from discovery under the Rules of Civil Procedure. (Rule 34.) Certiorari was granted and on the merits of the case briefs were filed as amicus curiae by counsel for the United Railroad Workers of America, C.I.O., by National Maritime Union of America; and by a Committee of the American Bar Association.

Mr. Justice Murphy in his opinion takes cognizance of "the widespread controversy among the members of the legal profession over the problem raised by this case." In fact, no legal controversy respecting rules of Court has arisen in recent times that seems to parallel the one just disposed of.

Mr. Justice Murphy called attention to the fact that the answers to the interrogatories propounded and answered had served

"to reveal the facts in Fortenbaugh's possession to the fullest extent consistent with public policy. Petitioner's counsel practically admits that he wants the oral statements only to help prepare himself to examine witnesses and to make sure he has overlooked nothing. That is insufficient under the circumstances to permit him an exception to the policy underlying the privacy of Fortenbaugh's professional activities. If there should be a rare situation justifying production of these matters, the petitioner's case is not of that type."

Further referring to the liberal ideals of the deposition-discovery Rules, the Court concludes that to adopt the construction contended for by the petitioner, would strip the Rules of much of their meaning, saying:

"But the general policy against invading the privacy of an attorney's course of preparation is so well recognized and so essential to an orderly working of our system of legal procedure that a burden rests on the one who would invade that privacy to establish adequate reasons to justify production through a subpoena or court order. That burden, we believe, is necessarily implicit in the rules as now constituted"."

Concluding his opinion, Mr. Justice Murphy says:

"When Rule 26 and the other discovery rules were adopted, this Court and the members of the bar in general certainly did not believe or contemplate that all the files and mental processes of

<sup>&</sup>lt;sup>3</sup>Report of proceedings, Section of Insurance Law of the American Bar Association, as follows:

Philadelphia meeting—1940-41, p. 226 Indianapolis meeting—1941-42, p. 144 Detroit meeting—1942-43, pp. 265, 278 Atlantic City meeting—1946, not yet published.

See note in the annotations of the Court. Rule 34 is referred to as being explicit in its requirement that a party must show cause before obtaining a court order directing another to produce documents. 5 FRD, 433.

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lawyers were thereby opened to the free scrutiny of their adversaries. And we refuse to interpret the rules at this time so as to reach so harsh and unwarranted a result."

In Mr. Justice Jackson's opinion he limits the question before the court, whereas Mr. Justice Murphy indulges in a free interpretation of all the rules referred to. Mr. Justice Jackson pointed out many of the evils which would result from the adoption of proposed Rule 30 (b). They would require a lawyer, in many instances, to be a witness for his client so that his credibility comes into question; and in instances he might even be required to take the stand against his own client. Attention is directed to the impossibility of accurately reducing to writing what witnesses, and others, having information concerning the case, may say. Mr. Justice Jackson concludes:

"The lawyer who delivers such statements often would find himself branded a deceiver afraid to take the stand and support his own version of the witnesses conversation with him, or else he will have to go on the stand and defend his own credibility—perhaps against that of his chief witness, or possibly even his client.

"Every lawyer dislikes to take the witness stand and will do so only for great reasons. This is partly because it is not his role; he is almost invariably a poor witness. But he steps out of professional character to do it. He regrets it; the profession discourages it. But the practice advocated here is one which would force him to be a witness, not as to what he has been or done but as to other witnesses' stories and not because he wants to do so but in self-defense. \* \* the attorney is open to the charge of suppressing evidence at the trial if he fails to call such a hostile witness even though he never regarded him as reliable or truthful."

Another very serious reason why the proposed Rule 30 (b) was inimical to the best interests of the litigant and attorneys, is to be found in the fact that, to disclose the statements as a whole, turns over to unscrupulous counsel or parties, the opportunity of avoiding the statements of the witness so that impeachment is improbable or impossible.

Mr. Justice Jackson deals with this point stating that there may be circumstances where the statements, for the purpose of impeachment, may be required to be produced. Presumably such a situation would occur where a witness, testifying for either party, is suspected of telling an untruth, in which event counsel may desire to take the chance of calling, at the trial table, upon opposing counsel to produce the statement of the witness. Such a chance is, of course, inadvisable except in extremis.

Returning to Mr. Justice Murphy's statement, he there calls attention to the underlying situation affecting the relationship between attorney and client in the following language:

"Historically, a lawyer is an officer of the Court and is bound to work for the advancement of justice while faithfully protecting the rightful interests of its clients. In performing his various duties, however, it is essential that a lawyer work with a certain degree of privacy free from unnecessary intrusion by opposing parties and their counsel. Proper preparation of a client's case demands that he assemble information, sift what he considers to be the relevant from the irrelevant facts, prepare his legal theories and plan his strategy without undue and needless interference. That is the historical and the necessary way in which lawyers act within the framework of our system of jurisprudence to promote justice and to protect their clients interests. This work is reflected, of course, in interviews, statements, memoranda, correspondence, briefs, mental impressions, personal beliefs and countless other tangible and intangible ways - aptly, though roughly termed by the Circuit Court of Appeals in this case as the 'work product of the lawyer.' Were such material open to opposing counsel on mere demand, much of what is now put down in writing would remain unwritten. An attorney's thoughts, heretofore inviolate, would not be his own. Inefficiency, unfairness and sharp practices would inevitably develop in the giving of legal advice and in the preparation of cases for trial.

"The effect on the legal profession would be demoralizing. And the interests of the clients and the cause of justice would be poorly served."

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Since the Supreme Court has, to this date, failed to approve the proposed Rule 30 (b) as proposed by the Advisory Committee, and has so construed the present rule as to impose upon opposing counsel the burden to show cause for disclosure of statements and memoranda, other than that he wants to see them, the present controversy would seem to be ended for the time being.

However, all questions under Rule 34 as proposed and adopted on January 6, 1947, are by no means settled. Mr. Justice Murphy, in his opinion, expressly takes the position that the statements and memoranda referred to "fall outside the scope of the attorney-client privilege and hence are not protected from discovery on that basis."

Further, the Court injects doubt as to certain documents and memoranda which may properly be called for in every cause, for Mr. Justice Murphy says:

"We do not mean to say that all written materials obtained or prepared by an adversary's counsel with an eye toward litigation are necessarily free from discovery in all cases. Where relevant and nonprivileged facts remain hidden in an attorney's file and where production of those facts is essential to the preparation of one's case, discovery may properly be had. Such written statements and documents might, under certain circumstances, be admissible in evidence or give clues as to the existence or location of relevant facts. Or they might be useful for purposes of impeachment or corroboration. And production might be justified where the witnesses are no longer available or can be reached only with difficulty."

These matters suggest a field in which counsel for a party may seek to exercise his rights but the decision does, undoubtedly, cast upon counsel seeking the statements the duty of showing a real cause for their production, rather than his mere desire to see and use them.

It will be borne in mind that the original Rules enlarge the scope of discovery by permitting (Rule 26 (b)) inquiry as to "the identity and location of persons having knowledge of relevant facts" and Rule 26, as amended, further specifically recognizes the so-called "fishing expeditions" wherein it provides:

"It is not ground for objection that the testimony will be inadmissible at the trial if the testimony sought appears reasonably calculated to lead to the discovery of admissible evidence."

# Claims for Injury or Death From Eating Commercial Compound Not Intended for Internal Consumption

By PAUL F. AHLERS Des Moines 9, Iowa

WHAT IS the liability of a manufacturer, distributor or vendor of an ordinary commercial or proprietary compound, not intended for internal use, when injury or death occurs because it has been taken internally?

The legal principles involved are not complex. The importance of the subject arises from the number of claims growing out of hundreds of new commercial compounds on the market containing deleterious or poisonous ingredients.

Although not falling within the usual statutory classification of poisons, there are hundreds of ordinary household products that cannot be safely eaten. Common sense advises that neither children nor adults should eat fireworks, fingernail polish, hand lotion, cuticle remover, facial creams, shaving lotion, shoe cleaner, soap, deodorants, heads of matches, water softener, spot removers, drain and stool cleaners, dipilatory creams, kerosene, gasoline, fuel oil, insect sprays and powders, dyes, paint, varnish, varnish or paint remover, flea powders and vermifuges for pets, furniture polish, silver polish, wallpaper cleaner, cold wave solution, disinfectants, antiseptics, mothballs, insecticides, hair bleach, eyewash, cleaning fluids, ink eradicator,

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naphtha, benzine, window cleaner, radiator anti-freezes, rust remover, lighter fluid, and a multitude of similar items.

The average person does not awaken to the fact that every household contains a large number of potentially dangerous products until some person, usually a small child, has eaten the same and the cry is then raised against the manufacturer, distributor or vendor that he has violated a statute by failing to label the product "poison" and (under some statutes) without affixing the familiar skull and crossbones, or advising the purchaser of its deadly character.

The annotation to Victory Sparkler & Specialty Co. v. Price, 1927,—Miss.—111 So. 437 in 50 A.L.R. 1462, states that there seem to be but a few cases directly on this subject. The only cases annotated are Levin v. Muser, 1923, 110 Neb. 515, 194 N.W. 672 and Mossrud v. Lee, 1916, 163 Wis. 229, 157 N.W. 758. It is believed by the author, who had occasion to deal recently with some claims of this nature, that further elaboration on the subject might be of value.

In Victory Sparkler & Specialty .Co. v. Price, supra, action was brought against the manufacturer and retailer of firecrackers called "spit devils," commonly known as "devils on the walk" for the death of a four-year-old boy who ate the same. They contained yellow phosphorous. One count in the declaration was based upon a statutory proscription against selling or giving away poison to a minor. It was held that the statute applied only to poisons usually sold by druggists or apothecaries. The court said the statute did not refer to fireworks and "many hundreds of articles in daily use, which, if taken into the stomach would result in death or great bodily harm. As, for instance, there are many kinds of soaps and concentrated lye, which, if taken into the mouth and ingested into the stomach, would occasion great suffering and perhaps death." The court points out further, in denying recovery, that the death of the child did not occur by reason of the use of the article in the manner intended by the manufacturer and the vendor, there being nothing inherently and intrinsically dangerous in the article when put to its common use.

Four years later in Victory Sparkler & Specialty Co. v. Latimer, 1931, (8th Cir.),

53. F. (2d) 3, the opposite result was reached in a suit involving the death of a three and one-half-year-old child from ingestion of the identical product. Strangely, the court in its opinion does not refer to the Price case. The decision of the court is based upon the candy-like attractiveness of the article, shaped like a lozenge, and, under the evidence, the jury was warranted in finding that in the case of children, it was attractive to taste. The court says:

"One who deals with children must anticipate the ordinary behavior of children, and, in considering whether or not the defendant was negligent in placing these articles in the channels of trade, it must be remembered that they were intended for the use and amusement of children, as well as others. In the hands of children, they were imminently dangerous, and the injury might reasonably have been anticipated."

Statutes requiring the labeling of poisons are held not to apply to articles of merchandise containing poison only as an incident of their manufacture.

In Stasek v. Banner Coffee Co., 1916, 164 Wis. 538, 159 N.W. 945, the defendant retailer delivered packages consisting of coffee, soap and matches at the doorway of a neighbor of the plaintiff. The plaintiff's two-year-old child ate the yellow phosphorous heads of nine or ten matches and died. In denying recovery, the court says:

"The judgment must be affirmed. The statute regulating the sale of poisonous drugs and chemicals plainly does not apply to the sale of articles of merchandise in whose manufacture some poisonous drug or chemical may have been incidentally used. To so hold would be to extend the act by construction to cases manifestly not intended to be covered by it."

In Boyd v. Frenchee Chemical Corporation, 1941, 37 F. Supp. 306, a child died from drinking a fabric and shoe cleaning preparation known as "Hollywood Fabric

<sup>&</sup>lt;sup>1</sup>49 C. J. 1044, 49 C. J. 1046, Victory Sparkler Co. v. Price, 1927, 146 Miss. 192, 111 So. 437, 50 A.L.R. 1454, Stasek v. Banner Coffee Co., 1916, 164 Wis. 538, 159 N.W. 945, Boyd v. Frenchee Chemical Corp., 1941, 37 F. Supp. 306, Wise v. Morgan, 1898, 101 Tenn. 273, 48 S.W. 971, McClaren v. G. S. Robins & Co. 1942 (Mo.) 162 S.W. (2d) 856.

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Cleaner." Motion for summary judgment by the defendant manufacturer was sustained, the court saying:

"The very name of the product must have brought home to the parents the knowledge that it was a 'fabric cleaner,' and not something that their child should drink, and certainly the word 'poison' even if it was carried on the package, or container, would not have deterred a nineteen month-old infant from drinking the substance."

Lawson v. Benjamin Ansel Co., 1944, (Mo. App.) 180 S.W. (2d) 751, is not strictly within the scope of this article but announces an underlying principle which controls most claims of this type. In that case, a five-year-old boy splashed himself with the contents of a bottle of fingernail polish remover and afterwards touched a lighted match thereto, setting himself afire. In denying liability, the court says:

"It is inconceivable that defendant could have anticipated that the child, Harry Gale Lawson, or any other child, would sprinkle this fingernail polish remover upon his person and ignite himself afterwards. The fingernail polish remover was perfectly harmless when used in the way it was intended to be used.

"There are many articles perfectly harmless in themselves, when used as intended, which contain elements more or less harmful when used in ways never intended by any one." (Italics as in original opinion.)

McClaren v. G. S. Robins & Co., 1942 (Mo.) 162 S.W. (2d) 856 was an action against the seller for wrongful death caused by inhalation of carbon tetrachloride fumes while the preparation was being used by the decedent to clean the inside of a boiler. Contention was made that the preparation was sold without being labeled "poison" under a statute prohibiting the sale of "any arsenic, strychnine, corrosive sublimate, prussic acid or other substance . . . usually denominated as poisonous, without having the word 'poison' . . ." The court refused to apply the statute, saying:

"Obviously, carbon tetrachloride is not a drug, but a grease solvent sold commercially as a cleaning fluid, and is not the same kind or class as the substances mentioned in the Illinois statute."

Unlike the other cases reviewed in this article, in the McClaren case the decedent was using the product for the purpose for which it was intended. However, on the label were the following words, "Volatile Solvent, use with adequate ventilation. Avoid prolonged breathing of vapor." The evidence showed that there would be no danger unless the product were used in an unventilated place. Also, an agreed statement of facts showed that other manufacturers of the same product used a similar label; that the label was adopted by agreement of other manufacturers and the same was approved by the Surgeon General of the United States. Having already held the statute did not apply the court further held that the plaintiff had no cause of action on the ground of common law negligence because under the evidence the defendant had exercised the ordinary care of prudent men engaged in the same business.

The tendency of the courts not to extend the application of statutes requiring the labeling of poisons is demonstrated by the case of *Wise v. Morgan*, 1898, 101 Tenn. 273, 48 S.W. 871. In that case, a three-year-old child died from drinking eyewash and suit was brought against the drug company which filled a physician's prescription for the eyewash without labeling the same "poison." A Tennessee statute required the labeling of any poisonous liquid or substance sold or delivered. The court in holding that the statute did not apply quoted at length from *Com. v. Cooke*, 50 PA. St. 207, including the following:

"By the construction contended for it would be impossible for the wit of man to conceive of the sale of any article belonging to the class usually denominated 'poison,' in any quantity, however small, or in any sort of a mechanical combination, if unlabeled, without violating the statute. \* \* \* The construction adopted by the court below renders criminal millions of transactions that have occurred in Ohio during the past fifty years, and are occurring daily; for the prescription of every physician, containing morphine or opium or strychnine or arsenic, that is given as a medicine, and that is filled by the druggist, would have to be labeled 'poison.' If the mixture or medicine so

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sold contains so little of the poison, the effects of which were beneficial, and not injurious, the statute would still be violated. Every sale of many a remedy that has been in use for years would have to be stamped 'poison.' I instance Dover's powders and paregoric and syrup of ipecac. Others might be given."

In considering this type of claim, the question of proximate cause as a defense must always be borne in mind.' This is well illustrated by Lee v. Muser, 1923, 110 Neb. 515, 194 N.W. 672, in which case, the defendant sold oil of mirbane without labeling the same as a poison to the defendant Schmidt, who sold and delivered it to the decedent who mistakenly thought it was a throat gargle and died as a result of its use. Schmidt was fully advised of the nature of the oil but failed to advise the decedent of its poisonous character. The court held that the negligence, if any, of defendant Schmidt was the sole proximate intervening cause of injury and the defendant drug company was not liable. The court says:

"We think, under the facts pleaded that neither the death of Levin nor a serious injury to any person could be reasonably apprehended or anticipated by the sale of a poisonous substance, labeled by its proper name, to one having full knowledge of its dangerous character. If Levin was ignorant of the dangerous character of the oil purchased by him and his vendor, Schmidt, knew or had reasonable grounds for believing him ignorant of its character, then the act of Schmidt would be a new and efficient intervening cause that produced the injury, and without which it would not have occurred."

If the assured happens to be a retailer or middleman of a proprietary compound manufactured by another, he must have knowledge, or the circumstances connected with the preparation and marketing of the article must be such as to charge him with knowledge, of the dangerous quality of the article. The soundness of this rule is readily apparent. Every storekeeper and

middleman cannot be expected to have a qualitative and quantitative chemical analysis made of the many products handled by him to ascertain their true character. The manufacturer, simply because he has manufactured the product, is bound to know its contents and their effect when taken internally. Therefore, he is charged with the duty of advising those to whom he sells whether the product is inherently dangerous.

The distinction between middleman and manufacturer is well illustrated by McCrossin v. Noyes, 1919, 143 Minn. 181, 173 N.W. 566, in which action was brought against a wholesale dealer in drugs for the death of an inmate in an insane asylum which occurred when the inmate put a quantity of "Roach Doom" in his coffee. The "Roach Doom" had been left available by employees who were ignorant of its poisonous effects, it not being labeled as a poison. The lower court overruled demurrer to the complaint and the order was reversed on appeal of the defendant. The court says:

"We have above indicated that the law does not impose the duty upon a vendor of another's proprietary compounds to acquire knowledge of their ingredients or qualities. Hence he is not required to exercise due care in that direction, and no cause of action can be predicated upon the failure to exercise due care to obtain such knowledge."

Actions within the scope of the title to this article should not be confused with the myriad of cases involving warranties of fitness for a particular purpose. The situations here considered deal with cases growing out of the use of a product for a purpose other than that for which sold or intended. Therefore, such cases must be based on negligence. Being negligence cases they must be based upon either a statutory violation or common law negligence. If based upon the former, to be successful, they must fall within the provisions of the labeling statutes construed in the light of the foregoing cases. If based upon common law negligence, the product must still, when injury occurs, have been used for the purpose intended and as directed, except in the one instance relating to children as shown in Victory Sparkler Co. v. Latimer, supra.

<sup>\*</sup>See Walker v. Chase, 1922, 194 Iowa 796, 190 N.W. 397.

<sup>\*49</sup> C.J. 1045; McCrossin v. Noyes, 1919, 143 Minn. 181, 173 N.W. 566; Cliff v. California Spray Co., 1937, 83 Cal. App. 424, 257 P. 99.

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# Claims on Surety Bonds as Affected by Railroad Reorganization

By WILLIAM T. FARICY
Vice President and General Counsel
of the
Chicago and North Western Railway System
Chicago, Illinois\*

The bankruptcy of a major railroad after seventy-five years or more of solvent operation causes many problems. Among them is the status of claims on various classes of court bonds where the claims themselves which gave rise to the furnishing of the bonds would not have been preferred in the absence of the bonds.

Paragraph (n) of Section 77 of the Bankruptcy Act, as amended August 27, 1935, cleared up most of the questions that had arisen on this class of claims. It provides that:

"\* \* claims on August 27, 1935, or thereafter payable by sureties upon supersedeas, appeal, attachment, or garnishment bonds executed by sureties, without security for and in any action brought against such railroad corporation or trustee appointed pursuant to this section, shall be preferred against and paid out of the assets of such railroad corporation as operating expenses of such railroad."

The constitutionality of this provision was upheld in the Chicago, Rock Island & Pacific Railway Company Reorganization (Wise, et al v. C. R. I. & P., 90 Fed. (2d) 312) (certiorari denied 302 U. S. 717).

A common sense application of the statute can solve many problems of interest to surety companies and their counsel. One such problem and the manner in which it was worked out may be cited. For many years prior to the reorganization of the Chicago and North Western Railway Company in 1935, it had (and still has) a convenient and workable arrangement with a large indemnity company for court bonds. The North Western, with its subsidiaries, operates a railroad system of 10,000 miles extending into nine states. It must be prepared to furnish court bonds on short no-

tice in a number of jurisdictions, state and federal. To minimize the amount of "red tape" incident to such proceedings, the indemnity company issued powers of attorney to write court bonds in its behalf to a number of North Western Railway employes, both at headquarters in Chicago and in all the states in which the North Western and its subsidiaries operate. The bonds, when executed in behalf of the railway and the indemnity company in the offices of the railway company's attorneys, could be filed promptly. Copies of the bonds, as written, were filed immediately with the home office of the insurance company.

It was the view of all concerned, at the time the arrangement was inaugurated many years ago, that it was, in reality, a riskless operation for the insurance company. It was thought proper by the insurance company to authorize the writing of these bonds at a nominal premium of \$1.00 per thousand per year. This rate was deemed sufficient to justify the operation so long as no losses occurred. From the insurance company's standpoint, it also furnished a continuous contact with the railway system which had a large variety of other insurance business upon which the insurance company desired to bid from time to time.

When the North Western Railway filed its petition for reorganization under Section 77 of the Bankruptcy Act on June 28, 1935 (prior to the enactment of paragraph (n) on August 27, 1935), the necessity of classifying various types of claims immediately arose. Such claims as those of employes for personal injuries were preferred and under a general order of the Federal Court in charge of the proceeding could be paid out of current funds of the railway or its trustee. Therefore, no problem from the insurance company's standpoint was presented, as any judgment for which a bond had been given would be paid in

<sup>\*</sup>Since this article was prepared, the author has become President of the Association of American Railroads, Washington, D. C.

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due course from the railway trust estate without regard to the bankruptcy. There was another class of claims, however, which was nonpreferred. An example of such a claim was a crossing accident judgment where the accident happened prior to the filing of the petition under the Bankruptcy Act. Those claims were called nonpreferred prior claims,-nonpreferred because not given any preference and prior because the transaction out of which the claim arose happened prior to the filing of the petition in bankruptcy. Before filing of the petition in bankruptcy, there had been a large judgment docketed against the railway company arising out of a serious crossing accident. The railway company contested the liability and took an appeal from the judgment. At the time the appeal was taken a supersedeas bond was furnished. Later, the filing of the petition under Section 77 occurred. The appeal was subsequently prosecuted unsuccessfully to a conclusion. The judgment creditor therefore became entitled to his money. By that time the judgment debtor's situation legally was akin to that of a debtor who had been adjudged bankrupt and paragraph (n) had been enacted. There was no priority attaching to this type of claim unless paragraph (n) were given a retroactive construction, and sustained as to constitutionality. The judgment creditor thereupon served demand on the insurance company for payment. It was clearly liable legally. Yet, morally, it had never been intended that there would be any

\*Both these things were accomplished later in the Chicago, Rock Island & Pacific litigation cited above.

substantial risk in that type of coverage and the premiums charged were not sufficient to provide for any losses. The arrangement for writing the court bonds was still in effect at the same low premiums, the trustee of the railway company having been substituted for the railway corporation. At this time paragraph (n), though enacted, had not yet been construed, and doubts were being expressed in various quarters as to its constitutionality, especially if given a retroactive construction. At this juncture, a conference attended by railway counsel, the railway trustee, and insurance counsel developed a plan whereby the trustee petitioned the court for an order authorizing and directing him to pay the judgment, even if nonpreferred in character, because of the continuing benefit to the trust estate in having the bonding arrangement remain in effect. Obviously, if the insurance company had to take a loss, it would either raise its rates or cancel the arrangement. Upon full disclosure to the Federal Court and after due notice to all creditors who had entered appearances, there was a hearing at which the court sustained the position of the trustee and directed payment of the judgment by him, without waiting for an adjudication as to the constitutionality, or otherwise, of paragraph (n).

The foregoing instance is illustrative of the broad power of a federal court in a railroad bankruptcy proceeding and shows how the power of the court may be invoked along practical lines to maintain a desirable operation in the spirit in which it was intended, without being blocked by legal technicalities.

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# Subrogation Actions in Compensation Cases\*

By Joseph W. Popper Macon, Georgia

In a discussion of the right of the employer or insurance carrier to subrogation under the Workmen's Compensation Laws, it seems to me that in the beginning it would be well to consider the nature of these laws. In a comparatively early Utah case the court said, "Compensation is a tax upon industry or upon the employer's business, a tax that is added to the price of the product and is ultimately paid by the consumer." It seems to be the purpose of the compensation laws to charge business through insurance with the losses caused by industrial accidents making the business and eventually the ultimate consumer bear the cost of such accidents. It is for the protection of both the employer and employee at the expense of the public.

Workmen's compensation insurance is so like life and accident insurance on the one hand and indemnity insurance on the other that it is difficult, if not impossible, to place it definitely with either type and while workmen's compensation insurance does indemnify the employee to some extent for his loss occasioned by an industrial accident, it cannot be said that under any of the compensation laws now in force that it fully indemnifies him, for it is difficult, if not impossible, to evaluate his loss in dollars and cents. "Workmen's compensation liability arises out of a contract created by law and is limited in amount and is payable irrespective of negligence." On the other hand an employee injured by the negligence of a third party tort-feasor can recover the full measure of his damages from the third party and so it seems to me that as stated in some of the earlier cases if the employee be permitted to recover in full from such third party and also receive full compensation, he would be

"unjustly enriched." If we accept the view that Workmen's Compensation is a tax upon the ultimate consumer and further accept the view that for the employee to receive both compensation and damages from a third party wrongdoer, he would be unjustly enriched, and I subscribe to both of these views, it is right that the employee or insurance carrier be entitled to subrogation. And so every state except New Hampshire, Ohio and West Virginia provides in its Workmen's Compensation laws for this right of the employer or insurer to be subrogated to the rights of the employee against a third party wrongdoer.

Even in those states where the compensation act contains a provision that the liability set out therein shall be exclusive, the courts in those states have construed this to apply only to actions against the employer and these provisions do not prevent an employee from maintaining an action at law against the third party wrongdoer. As stated in the Smale case, supra. "The purpose and effect of the Workmen's Compensation Act is to control and regulate the relations between an employer and his employees. As between them the remedies there provided are exclusive when both are under the act at the time of the accident. The law does not attempt in any way to abridge the remedies which an employee of one person may have at law against a third person for a tort which such third person commits against him."

I believe that all will agree that it is right and proper that the employer or insurance carrier should have the right of subroga-

<sup>(\*</sup>Delivered before Workmen's Compensation Round Table meeting at the American Bar Association, October, 1947)

<sup>&</sup>lt;sup>1</sup>American Fuel Co. v. Industrial Commission, 55 Utah 483, 187 P. 635, 1920.

<sup>&</sup>lt;sup>2</sup>Spratt v. Sweeney & Gray Co., 168 App. Div. 403, 153 NYS 505, 111 N.E. 1100.

<sup>\*</sup>Travelers Insurance Co. v. Georgia Power Co., 51 Ga. App. 579, 181 S.E. 111.

<sup>&#</sup>x27;Aetna Life Insurance Co. v. J. D. Parker & Co., 96 Tex. 287, 72 S.W. 621.

Gatzweiler v. Milwaukee Electric Railway & Light Co., 136 Wis. 34, 116 N.W. 633.

Hotel Equipment Co. v. Liddell, \$2 Ga. App. 590, 124 S. E. 92 Artificial Ice & Coal Storage Co. v. Waltz, 146 N.E. 826, 86 Ind. App. 534.

v. Waltz, 146 N.E. 826, 86 Ind. App. 534. Sylcox v. National Lead Co., 225 Mo. App. 543, 38 S.W. (2d) 497.

Lester v. Otis Elevator Co., 153 NYS 1058, 90 Misc. 649 (Aff. 155 NYS 524, 169 App. Div. 613). Smale v. Wrought Washer Manufacturing Co.,

<sup>161</sup> Wis. 331, 151 N.W. 803.

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tion. The question that is now suggested is who shall have the right to bring the action? In practically all of the states this is provided for by the Compensation Acts which provide that an action may be brought in the name of the employer or the employee and even in some states when there was no specific permission granted by the act, the right of the employer or insurer to maintain such an action against a third party wrongdoer was recognized.\* In most of the states the employer or insurance carrier is permitted to bring an action in the name of the employee and where such actions are brought in his name the fact that the suit is brought for the use of the employer is not permitted to be introduced in evidence.

In practically every state where the employee may receive compensation and also bring an action against the wrongdoer for his injuries, he must reimburse his employer or insurance carrier for the amount of compensation paid and usually this payment must be paid out of the recovery before there is any deduction for expenses of litigation. Where, however, the amount of the recovery from the third party tort-feasor does not equal the amount of compensation to which the employee is or would be entitled, the employer or insurance carrier is required to make up the difference. Even in Colorado, Oklahoma and Washington where the employee is required by statute to elect whether he will receive compensation or sue the wrongdoer, if he elects to sue the wrongdoer and recovers less than the amount he would have received by way of compensation, the employer or insurer must make up the difference.

On the other hand, where an employer or insurance carrier files suit in its own name, and recovers more than the amount of compensation paid he is required to pay the excess after the deduction of expenses to the employee. There is one exception to this. Massachusetts requires that the employer or insurance carrier pay over only

four-fifths of the excess recovery to the

The statutes of fifteen states provide that the employee must elect to receive compensation or to sue the third party tort-feasor, but even in some of these states the employer or insurer must pay the deficiency if the employee recovers less than the amount of compensation to which he would have been entitled.

In Arizona when payment under the compensation act is chosen by the injured employee, his rights of every nature against a third person pass as a matter of law to the state or other insurer and no right of action either direct or indirect remains in him as against such third person. Such election to take compensation is a condition precedent to the vesting of the right of subrogation in the State Compensation Insurance Fund. The Commission can recover from the third party only the amount paid or bound to be paid. If the employee elects to sue the wrongdoer, he cannot later claim compensation.

In Delaware if the employee elects to receive compensation, he cannot sue the third party wrongdoer, but the employer may sue. Any recovery in excess of compensation paid and thereafter payable, less the cost of securing and collecting same, shall be paid to employee."

In Colorado while the employee must elect, if he elects to sue the third party, he may then recover from the insurance carrier the difference between the judgment and the amount of compensation to which he would have been entitled. If he elects to take compensation and the employer as assignee recovers more than the amount of compensation paid or due, the excess goes to the injured employee."

In Florida the employee may elect by

<sup>&</sup>lt;sup>4</sup>Aetna Life Insurance Co. v. Moses, 53 S. Ct. 231, 287 U.S. 530, 77 L. ed. 477.

Fourneir v. Great Atlantic & Pacific Tea Co., 128 Maine 393, 148 A. 147.

Smith v. Port Huron Gas & Electric Co., 217 Mich. 519, 187 N. W. 292.

General Box Co. v. Missouri Utilities Co., 55 S.W. 442, 154 Mo. 415.

<sup>&</sup>lt;sup>1</sup>Massachusetts Workmen's Compensation Act, Par. 15 amended June 4, 1943.

<sup>&</sup>lt;sup>8</sup>Moseley v. Lily Ice Cream Co., 38 Ariz. 417, 300 P. 958.

<sup>\*</sup>Arizona Workmen's Compensation Law, Par. 1435, Revised Code of Arizona.

Industrial Commission v. Nevelle, 58 Ariz. 325, 119 P. (2d) 934. <sup>20</sup>Delaware Workmen's Compensation Act, Par.

<sup>38.</sup> Silvia v. Scotten, 32 Del. 295, 122 A. 513.

Silvia V. Scotten, 32 Del. 295, 122 A. 513.

"Colorado Workmen's Compensation Act, Par. 87

King v. O. P. Baur Confectionery Co., 100 Col.

528, 68 P. (2d) 909.

Riss & Co. v. Anderson, 108 Col. 78, 114 P. (2d) 278.

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giving notice to the employer and the Commission to receive compensation or to recover damages against the third person. The giving of notice to accept compensation shall operate as an assignment to the employer. "The requirement that the employee give evidence of his election to sue was intended solely for the benefit of the person liable for statutory compensation and was not intended to curtail or effect the existing remedies of the employee against the third party."

In Indiana the employee may at his option proceed at law against the wrongdoer to recover damages or against the employer for compensation but he cannot collect from both."

In Massachusetts the employee must elect whether he shall proceed for compensation or against a third party wrongdoer. Should he elect to proceed against the wrongdoer and later dismisses or proceeds to an adverse judgment he may not later claim compensation. By proceeding against the wrongdoer he has waived his right to compensation. If, however, he elects to take compensation, the employer or insurance carrier may proceed in its own name against the wrongdoer, but as heretofore stated four-fifths of any recovery above compensation paid or due under the act must be turned over to the employee."

In Michigan the employee must elect and if he proceeds against the third party, he is barred from proceeding against the employer. If he proceeds against the employer, he is barred from proceeding against the third party. The employer is subrogated for the amount of compensation paid, but his recovery against the third party is limited to this amount." The mere fact that the employee has accepted medical expenses does not constitute a waiver."

In Oklahoma the employee must elect but he may file a claim with the Compensation Commission and ask that it be held in abeyance while he attempts to effect a compromise with the wrongdoer. If the employee sues the wrongdoer and recovers less than the amount to which he would be entitled under the compensation act, he may recover the difference from the employer or insurance carrier provided he has filed a notice of his intention to sue. If he fails to give this notice he may not thereafter recover any compensation. If the employee elects to receive compensation, the employer or his insurer is subrogated and may sue and recover from the tort-feasor to the extent of the compensation paid or payable."

In Oregon the employee must elect whether to proceed against his employer or against the third party wrongdoer, but the Oregon Act contemplates a deliberate choice after full knowledge of the advantages to himself of the two remedies.<sup>18</sup>

In Rhode Island if the employee elects to sue the wrongdoer, he may not claim compensation," but if he receives compensation he may thereafter sue the wrongdoer accounting to the employer for the compensation received."

In South Carolina when compensation has been paid only the employer as assignee can sue the wrongdoer but any amount received in judgment in excess of compensation must be paid to the employee.<sup>31</sup>

In Texas where an election is required the filing of a suit against the tort-feasor is an election and even though the suit result adversely to the employee he is barred from later claiming compensation. If compensation is paid, the employer or insur-

N.W. 221.

<sup>&</sup>lt;sup>11</sup>Florida Workmen's Compensation Act, Pa. 39. Hartquist v. Tamiami Trails Tours, 139 Fla. 328, 190 So. 533.

<sup>&</sup>lt;sup>13</sup>Workmen's Compensation & Occupational Discases Act, Par. 13.

Artificial Ice & Coal Storage Co. v. Ryan; 99 Ind. A 606, 193 N. E. 710.

<sup>&</sup>quot;Massachusetts Workmen's Compensation Act, Par. 15 amended June 4, 1943.

Sciacias Case, 262 Mass. 221, 168 N.E. 744.

Michigan Workmen's Compensation Act, Par.

Michigan Workmen's Compensation Act, Par.
 8454.
 Smith v. Port Huron Gas & Electric Co., 217

Mich. 519, 187 N.W. 292.

"Fox v. Detroit United Ry., 218 Mich. 5, 187

<sup>&</sup>quot;Oklahoma Workmen's Compensation Law, Par. 44-13368. Keener Oil & Gas Co. v. Bushong 176 Okl. 566.

Keener Oil & Gas Co. v. Bushong, 176 Okl. 566, 56 P. (2d) 819.

<sup>&</sup>lt;sup>18</sup>Oregon Workmen's Compensation Law, Par. 102-179.

Coomer v. Supple Inv. Co., 128 Oregon 224, 274 P. 302.

<sup>&</sup>lt;sup>38</sup>Rhode Island Workmen's Compensation Laws, Article 3, Par. 20, Article 4, Par. 6.

Corria v. Fink Bros., 45 R.I. 80, 120 A 321.

\*MacArthur v. Dutee W. Flint Oil Co., 50 R.I.

<sup>226, 146</sup> A 484.

\*South Carolina Workmen's Compensation Act,

Par. Il as amended in 1941.

<sup>&</sup>lt;sup>29</sup>Younger Bros., Inc. v. Moore, Tex. Crt. Civ. App. (1939), 135 S.W. (2d) 780.

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ance carrier is subrogated to the rights of the employee but must account to the employee for any recovery over and above the amount of compensation paid."

In Utah if the employee accepts compensation, the employer is subrogated to the employee's rights against the third party but any excess recovery less expenses must be paid to the employee."

In Vermont the employee may elect to sue the wrongdoer or secure an award for compensation, so but to bar a suit against a wrongdoer an actual award must have been

In Washington if the employee decides to take compensation the State Insurance Fund is subrogated to his rights, but if he elects to sue the wrongdoer he is entitled to a deficiency from the State Insurance Fund if his recovery is less than would be allowed as compensation.37

In several states there is an exception to the general rule making a third party wrongdoer liable at common law for his negligence. In Alabama, Illinois, Massachusetts and Minnesota if the wrongdoer comes as to his own business under the terms of the act, he is not liable in a common law action for damages.

In Alabama the wrongdoer's liability is limited to the amount of compensation

In Illinois when an employee suffers a compensable injury, he may not recover against a third party wrongdoer if such wrongdoer comes under the terms of the compensation act, but the employer or insurer paying compensation to such employee may recover against the wrongdoer but the recovery is limited to the amount of compensation paid and due under the

In Massachusetts it has been held that a general contractor is an employer as to the employees of his sub-contractors and is,

therefore, not liable at common law for the negligent injury of the employees of such sub-contractors."

In Minnesota if the employer and wrongdoer are engaged in a common enterprise, the employee must elect against whom to proceed, but even though he elect to proceed against the wrongdoer for damages he is limited to the amount which would be awarded to him as compensation. If he proceeds against his employer for compensation the latter is subrogated against the wrongdoer to the extent of the amount of compensation payable plus reasonable attorney's fees."

My original interest in this subject was brought about by the confusion which exists in Georgia with reference to subrogation. Until 1922 there was no provision in the Georgia Workmen's Compensation Act dealing with the question of the liability of a person other than the employer whose negligence caused the injuries for which compensation was payable. The Act did state that compensation would be the exclusive remedy of an employee but this was interpreted to limit the liability of the employer alone and not to have any effect upon the liability of a person other than the employer." The Act was amended in 1922" so that it was provided that "the employer by whom the compensation was paid shall be entitled to reimbursement from the person so liable to pay damages and shall be subrogated to the right of the employee to recover from him to the extent of the compensation." Our courts so construed this act that as a practical proposition there is no right of subrogation in Georgia. The Act was further amended in 1937," but on account of its wording our Supreme Court declared it unconstitutional."

Time will not permit me to go into further detail but anyone interested in the present situation in Georgia and the con-

<sup>&</sup>lt;sup>28</sup>Texas Employer's Liability & Workmen's Compensation Insurance Law, Article 8307, Part 2, Sec-

tion 6, (a).

\*\*Utah Workmen's Compensation Act, Par. 42-1-

<sup>25</sup>Vermont Employer's Liability & Workmen's Compensation Act, Par. 6511.

Ladd v. State of Vermont Highway Department, 112 Ver. 67, 20 A (2d) 555.

<sup>\*</sup>Canadian Pacific Railway v. Moran, 54 F (2d)

<sup>&</sup>quot;Washington Industrial Insurance & Medical Aid Laws, Par. 7675.

Anderson v. Bauer, 117 Wash. 70, 200 P. 276.

<sup>&</sup>quot;Bendbeutel v. Willcutt & Sons, 244 Mass. 195, 138 N.E. 239.

<sup>\*</sup>Thornton Bros. Co. v. Northern States Power Co., 151 Minn. 435, 186 N.E. 863.

<sup>\*</sup>Athens Railway & Electric Co. v. Kinney, 160

Ga. 1, 127 S.E. 290.

<sup>11</sup>Ga. Laws 1922, pp. 185, Annotated Code of Georgia, 1933, Par. 114-403.

Ga. Laws, 1937, pp. 528-530, Annotated Code of Georgia, 1933, Par. 114-403, Cum. supp.
 Loyd Adams, Inc. v. Liberty Mutual Insurance

Co., 190 Ga. 633, (3), 10 S.E. (2d) 46.

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struction of the Code sections is invited to read the applicable cases cited in the foot notes.<sup>34</sup>

Every state except New Hampshire, Ohio and West Virginia have statutes relating to subrogation. In these states an employee injured under circumstances creating liability in a third party tort-feasor, can receive the full amount of compensation and also retain the full amount of any recovery from such wrongdoer.<sup>35</sup>

I have not attempted within the scope of this paper to cover the situation which arises when an employee is killed as a result of an accident arising out of and in the course of his employment and also under circumstances wherein a third party tort-feasor is liable. In many states compensation is not payable to the same person or persons who have the right to sue for the tortious death and because of this many interesting situations and many perplexing problems arise with reference to the right of subrogation. With reference to this, I would, however, like to make this observation: I am of the opinion that each

state should make its compensation for the death of an employee payable to the same person or persons who have the right to sue for the tortious death. If this were done the problems with reference to subrogation in death cases would be solved. These problems could be made the subject of a very interesting study.

Another problem arises when we study the methods by which the employer or insurer undertakes to collect the amount of compensation paid. In some states the wrongdoer is not liable to the employer if a settlement is made without notice of the fact that the injured person has a compensable injury. This appears to me to be clearly wrong. A wrongdoer making even a casual investigation of an accident could or should know whether the injured person was at the time engaged in and about the business of his employer. I believe that the wrongdoer should as a matter of law be charged with notice of the right of the injured person to compensation and the liability of his employer therefor. This might seem to prevent a wrongdoer from making an advantageous "quick" settlement, but if such a settlement is so advantageous, the wrongdoer should be willing to reimburse the employer or insurer.

I am not in favor of the laws of those states which prevent an employee from claiming compensation if and when he elects to sue the wrongdoer. The employee needs medical attention and compensation immediately upon the happening of an accident. We know that to recover in a tort action months and sometimes years elapse. I believe that the employee should have the benefit of the immediate medical attention provided by the compensation acts and the immediate payments due thereunder at the time when he needs them most. But to repeat, I do subscribe to the "unjust enrichment" theory and in my opinion the employer or insurer should in all cases and in the simplest possible manner be reimbursed for any payments made to an employee injured by a third party tort-feasor.

ANNUAL CONVENTION THE MONMOUTH HOTEL SPRING LAKE BEACH, NEW JERSEY SEPTEMBER 4, 5, 6, 1947

<sup>&</sup>lt;sup>a</sup>Travelers Insurance Co. v. Luckey, 46 App. 593, 167 S.E. 907.

American Mutual Liability Insurance Co. v. Wigley, 179 Ga. 764, 177 S.E. 568.

Travelers Insurance Co. v. Georgia Power Co., 51 Ga. App. 579, 181 S.E. 111.

General Accident v. John P. King Manufacturing Co., 60 Ga. App. 281, 3 S.E. (2d) 841 & note thereon in 7 Chi. L. Rev. 569.

Lumbermens Mutual Casualty Co. et al. v. Babb, 67 Ga. App. 161, 19 S.E. (2d) 550.

<sup>&</sup>lt;sup>35</sup>Stacey v. Hoyt Shoe Co., 83 N.H. 281, 141 A 467. Mullen v. Merchants National Bank, 88 N.H. 73, 184 A 565.

Holland v. Morley Button Co., 83 N.H. 482, 145 A 142.

Trumbell Cliff's Furnace Co. v. Shakovsky, 111 Ohio St. 791, 146 N.E. 746.

Onio St. 791, 146 N.E. 746.

Truscon v. Trumbell Cliff's Furnace Co., 120
Ohio St. 394, 166 N.E. 686.

Crab Orchard Improvement Co. v. Chesapeake & Ohio Ry. Co., 115 F (2d) 277 aff. 33 F. supp. 580.

Merrill v. Marietta Torpedo Co., 79 W. Va. 669, 92 S.E. 112.

Mercer v. Ott, 78 W. Va. 629, 89 S.E. 952.

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# Claims Involving Securities

By Stewart Maurice
New York City

ANY claims growing out of bonds and stock certificates are presented each year to insurers of banks, Stock Exchange firms and dealers in securities. In some cases, the paper itself is void because of forgery or some other defect inherent in the instrument. More often, the difficulty arises out of an adverse claim to a valid instrument, asserted by some former owner. These third party claims are predicated upon such infirmities in the holder's title as may result from a prior theft of the instrument, forged indorsements, etc.

The insured generally refers such third party claims to the insurer, leaving the latter free to adjust the matter or resist suit. Sometimes an insured who has sold securities without knowing of any adverse claim thereto is forced to take them back and replace them with similar securities of unquestioned title (New York Stock Exchange Rule \$123 for Delivery of Securities). In such cases, the insurer generally takes over the disputed instruments, pays the insured for the cost of replacing same and settles or litigates the claim of the party asserting adverse title.

# BONDS AND STOCK CERTIFICATES DIFFERENTIATED

Although bonds and stock certificates often are grouped together, it is well to remember that there is a real difference between them. Except in rare cases, bonds which come into the possession of banks and brokers are negotiable instruments within the meaning of the Uniform Negotiable Instruments Law (5 Uniform Laws Annotated). To be negotiable, an instrument must contain an unconditional promise or order in writing, signed by the maker or drawer, to pay a sum certain in money on demand or at a fixed or determinable future time to order or to bearer (5 Uniform Laws Annotated, Sec. 1). A stock certificate obviously is not a negotiable instrument, as it contains no promise to pay a sum of money. It merely "certifies the ownership of the property and rights in the corporation represented by the number

of shares named." (Richardson v. Shaw, 209 U. S. 365).

# STATUTORY PROVISIONS RELATING TO BONDS

Bonds generally are payable to bearer; and interest thereon generally is payable upon presentation of detachable coupons. Except in the case of registered bonds, no indorsement or assignment is necessary and title to the paper passes with delivery (5 Uniform Laws Annotated, Sec. 30). A holder in due course is one who takes a negotiable instrument which is complete and regular on its face, before maturity and without notice of dishonor, in good faith, for value and without notice of any infirmity in the instrument or defect in the title of the person negotiating same (Id., Sec. 52). To constitute notice of infirmity or defect, the person to whom the instrument is negotiated must have actual knowledge thereof or knowledge of such facts that taking the instrument amounts to bad faith (Id., Sec. 56). One who derives his title from a holder in due course, and who is not himself a party to any fraud or illegality affecting the instrument, acquires the rights of the former holder (Id., Sec. 58). Every holder of a negotiable instrument is deemed a holder in due course; but if it be shown that the title of anyone who negotiated the instrument was defective, the burden is upon the holder to prove that he or someone under whom he claims acquired title as a holder in due course (Id., Sec. 59).

# STATUTORY PROVISIONS RELATING TO STOCK

Although stock certificates are not negotiable instruments, they have the attributes of negotiability in those states which have adopted the Uniform Stock Transfer Act (6 Uniform Laws Annotated). Except for "bearer shares," which are quite uncommon, a stock certificate is issued to a stockholder whose name appears on the face of the instrument. Title to a certificate and to the shares of stock represented thereby

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is transferred by delivery of the certificate, either indorsed by the record owner or accompanied by a separate assignment (Sec. 1). Such indorsement is effectual as to an innocent purchaser for value, even though it was induced by fraud, duress or mistake, or authority to deliver the certificate has been revoked, or the former owner has died or become legally incapacitated or has received no consideration (Secs. 6-7).

More than a majority of our states have adopted the Uniform Stock Transfer Act. Delaware still treats stock certificates as mere personal property and a few other states follow the same rule. Transfers of stock are governed by the laws of the state in which the corporation was organized; so it is necessary, in all cases where the title to stock certificates comes in question, to determine whether the state of the corporate domicile has adopted the Uniform Stock Transfer Act (Sun Insurance Office, Limited v. Leshefsky, 31 Fed. Supp. 952; United States Fidelity & Guaranty Co. v. Newburger, 263 N. Y. 16; Hunt v. Drug, Incorporated, 156 Atl. 384.)

# RIGHTS OF PURCHASER OR PLEDGEE OF BONDS

Where a financial institution finds itself in possession of a bond which is claimed by a former owner, the first question to be determined is whether or not the paper is a negotiable instrument. Some of the requirements of negotiability can be seen at a glance, but others are open to question in spite of the statutory definitions (5 Uniform Laws Annotated, Secs. 2-4). In one case, where the trust indenture provided for waiver of default and postponement of payment of interest, five of the seven judges of the New York Court of Appeals felt called upon to write separate opinions holding that the bond coupons were negotiable (Hibbs v. Brown, 190 N. Y. 167). Each separate instrument must be judged by its own terms; and no good purpose would be served by discussing cases in which the tests of negotiability have been adjudicated.

Assuming that a disputed bond proves to be a negotiable instrument, what are the rights of the holder? At the outset, he is presumed to be a holder in due course; but once it appears that there is a defect in the title to the instrument, the burden of proof shifts to him. He can sustain that burden in either of the following ways: By showing

that he acquired the paper before maturity and without notice of dishonor, in good faith, for value and without notice of any defect in the title of the person who negotiated same; or by showing that he acquired the instrument from a holder thereof in due course and that he himself was not connected with any fraud or illegality affecting the paper.

# MATURITY AND DISHONOR

Since corporate bonds of the kind under discussion show on their face the date on which the principal is payable, it would seem that there could be no dispute as to whether a holder had acquired the instrument before maturity and without notice of dishonor. That, however, is not always

In one case, certain bonds provided that in the event of default in the payment of interest continuing for a period of six months after demand, the principal and interest should become due. The obligor defaulted in the payment of interest and such default continued for about four years. Thereafter, a bank acquired ten of the bonds, in good faith and for value. At the time the bank acquired the instruments, eight unpaid interest coupons were attached to them.

In an action in which the holder's title was called in question, it was argued that because of the unpaid interest coupons, the bonds stood dishonored on their face so as to lose their negotiable quality and that the bonds had matured as a matter of law. The New York Court of Appeals held that the bonds had not lost their negotiability and that the holder was a holder in due course. (Buffalo Loan, Trust & Safe Deposit Co. v. Medina Gas & Electric Light Co., 162 N. Y. 67. See also National Bank of North America v. Kirby, 108 Mass. 497; Railway Company v. Sprague, 103 U. S. 756.)

### NOTICE OF DEFECT IN TITLE

The real issue in most of the stolen bond cases is whether the purchaser or pledgee took the instruments in good faith and without notice of defect in the title of the seller or pledgor. In this connection, it will be recalled that "notice" means actual knowledge of the defect or knowledge of such facts as to show bad faith (5 Uniform Laws Annotated, Sec. 56).

As to what constitutes bad faith, the New

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York Court of Appeals has spoken as recently as February 28, 1947 (Manufacturers and Traders Trust Company v. Sapowitch, New York Law Journal, March 5, 1947, reversing 270 App. Div. 795).

Stolen bonds had been pledged with the plaintiff bank by a man who had operated a "speakeasy" during prohibition days, at which considerable gambling was done. His past record was known to the officer who introduced him to the plaintiff bank, but it was not known to the officer who arranged the loan. The pledgor was indicted for trafficking in stolen securities. He pleaded guilty and died in prison. The bank then brought suit against his administrator to foreclose its lien on the bonds; and certain surety companies which had insured the parties from whom the bonds were stolen intervened as defendants in the action.

The jury answered in the negative certain questions as to whether the plaintiff bank had acted in good faith in accepting the stolen bonds as collateral. The trial justice set aside the verdict and directed judgment for the plaintiff. The Appellate Division reversed the trial court and ordered judgment for the intervening defendants. The Court of Appeals reversed the judgment of the Appellate Division and affirmed that of the trial court in favor of the plaintiff bank.

The following extracts from the opinion (as yet not officially reported) are of interest: "The requirement of the statute is good faith, and bad faith is not mere carelessness. It is nothing less than guilty knowledge or willful ignorance. • • • One who purchases commercial paper \* \* \* is not bound at his peril to be upon the alert for circumstances which might possibly excite the suspicions of wary vigilance. He does not owe to the party who puts negotiable paper afloat the duty of active inquiry, to avert the imputation of bad faith. The rights of the holder are to be determined by the simple test of honesty and good faith, and not by speculations in regard to the purchaser's diligence or negligence." (Manufacturers and Traders Trust Company v. Sapowitch, supra. See also: Standard Acceptance Corp. v. Chapin, 277

The federal courts have applied similar rules: "Bad faith \* \* \* means that he must have knowledge of facts which render it

dishonest to take the particular piece of negotiable paper under discussion. Knowledge, not surmise, suspicion, or fear, is necessary; not knowledge of the exact truth but knowledge of some truth that would prevent action by those commercially honest men for whom law is made." (Gerseta Corporation v. Wessex-Campbell Silk Co., 3 Fed. (2d) 236. See also: Thomes v. Athins, 52 Fed. Supp. 405). The rule in Pennsylvania is consistent with the foregoing decisions (First National Bank of Blairstown v. Goldberg, 340 Pa. St. R. 337).

Let us now consider a case in which the court found the pledgee bank guilty of bad faith. During the prohibition era, a former saloon-keeper who was operating a "soft drink" establishment, told the manager of a bank that a friend of his had some negotiable bonds which he wished to sell and obtain cash, in bills of large denomination, to pay for liquor. The bank manager undertook to handle the transaction through a Stock Exchange firm, from which he obtained quotations as to the market price of the bonds. Before any sale of the securities, the soft drink proprietor received \$15,000 from the bank; and the balance of the sale price was turned over to him a few days later. The bonds had been stolen from a former owner, who brought suit in replevin. The jury returned a verdict for the plaintiff, which was affirmed on appeal. Commenting on the fact that the bank had paid out its money by cash and not by check, so that liquor could be handled without revealing names, the appellate court held that the jury had been justified in finding the defendant bank guilty of bad faith (Harter v. Peoples Bank of Buffalo, 221 App. Div. 122).

It often happens that a party who has lost securities by theft or otherwise attempts to give notice of the loss to the world at large. Sometimes this has been done by the circulation of handbills or by publication in local newspapers. In other instances brokers have been warned by notices upon stock tickers. The rule apparently is that none of these things constitutes notice of defect in title (Seybel v. National Currency Bank, 2 Daly 383, aff'd 54 N. Y. 288; King v. Patterson & Hudson River Railroad Co., 29 N. J. L. 82; Gruntal v. U. S. Fidelity & Guaranty Company, 254 N. Y. 468). These decisions are logical,

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in view of the statutory requirement as to actual knowledge of defective title.

Mere acts of omission, unless they amount to shutting one's eyes to the obvious, do not support a charge of actual knowledge or of bad faith. Thus it has been held repeatedly that failure to detect altered numbers on bonds does not defeat the rights of a purchaser or pledgee (Com-monwealth v. Emigrant Industrial Bank, 98 Mass. 12; Birdsall v. Russell, 29 N. Y. 220). In one case, the amount of the bond issue and the provision for numbering the bonds was such that no instrument of that particular issue could have had a serial number above M50,000. Two bonds were altered so that their serial numbers appeared as M78478 and M81989 respectively, and as so altered they were handled and the numbers written down by several different people in the office of the defendant brokers. The New York Court of Appeals commented upon this feature of the case as follows: "The numbers forged upon the bonds were not of such a character as to make the forgery apparent; at least so the trial court could have found as a fact" (United States Fidelity & Guaranty Company v. Goetz, 285 N. Y. 74).

In the same case, it was held that the defendant brokers were not guilty of bad faith because of their failure to comply with certain rules of the New York Stock Exchange, the court stating that such rules are "merely some evidence of the standard of care that should be maintained by persons dealing in securities belonging to others." Here it may be noted that the Supreme Court of Pennsylvania has held that Stock Exchange rules are not even admissible in evidence and that the duty of brokers "rests upon the law of the commonwealth and cannot be increased or diminished by the rules of a private organization" (Gordon v. Diffenderffer, 317 Pa. 425).

Earlier in this article, we alluded to the not uncommon situation where a broker has sold stolen bonds for the account of a customer and has been required to take them back and replace them with other instruments of the same issue. After some rather inconclusive decisions, the courts have ruled as follows as to the rights of brokers thus in possession of stolen securities: When brokers sell securities for the account of a customer, they are acting as

agents and acquire no interest in or lien upon the instruments passing through their hands. When they take back the questioned securities from the vendees and substitute others in place of them, they pay value for the instruments and are acting in their own behalf, as principals. The vendees from whom the brokers take back the securities obviously were holders in due course, as they purchased the instruments in good faith, for value and without notice of any defect in title. Unless the brokers who take back the securities were parties to some fraud or illegality affecting the instruments, they succeed to the rights of the vendees and thus become holders in due course (Pratt v. Higginson, 230 Mass. 256; Gruntal v. United States Fidelity & Guaranty Company, supra).

In reaching this conclusion, the courts were confronted with the general rule that one who appropriates or disposes of stolen property, although innocent of intentional wrong, is guilty of conversion. It was held, however, that there is an exception to this rule where the property consists of negotiable securities which the brokers sold in good faith for apparently honest customers.

# RIGHTS OF PURCHASER OR PLEDGEE OF STOCK

As to corporations organized in those states which have adopted the Uniform Stock Transfer Act, practically the same rules apply in the case of stock certificates as in the case of negotiable instruments, except that the regularity of indorsements and powers of attorney must be considered. Where the Uniform Stock Transfer Act does not apply, the rights of a purchaser or pledgee of stock certificates are the same as if any other form of personal property were involved.

Generally speaking, stock certificates are received by banks, brokers and dealers in securities with indorsements in blank, purporting to be those of the record owners. Transfer agents generally require a guaranty of the indorsement by a bank or Stock Exchange firm, although at least one of our large corporations has been known to accept a notarial acknowledgment in lieu of a guaranty of the signature.

The extent of the guaranty of a stockholder's indorsement came in question in a case arising out of the following facts: An officer of a New York corporation

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forged certain certificates for the stock of his own company and used them in the Wall Street district as collateral to his trading accounts. One firm with which the forger traded surrendered the account to another house, turning over the forged collateral and receiving payment of the forger's debit balance. The forged certificates were indorsed in blank and the indorsements had been guaranteed by the brokers who surrendered the account.

Upon learning of the fraud, the brokers who had taken over the account brought suit against the first brokers, claiming that the latter had warranted the certificates as genuine under Section 172 of the New York Personal Property Law (6 Uniform Laws Annotated, Sec. 11). They also claimed an express verbal warranty and a further warranty by reason of the guaranty of the indorsements (Rule \$21 of the Committee on Securities of the New York Curb Exchange). The trial court held: That the case did not fall within Section 172 of the Personal Property Law, but was governed by Section 173 of that law (6 Uniform Laws Annotated, Sec. 12); that the allegations of express verbal warranty were not sustained; and that there was no warranty of the face of the certificate arising out of the guaranty of the indorsement (Appenzeller v. McCall, 150 Misc. 897).

No particular form of power of attorney to indorse stock certificates is prescribed by law; and the statute provides that delivery of an unindorsed certificate, with intent to transfer the shares represented thereby, imposes an obligation to indorse (6 Uniform Laws Annotated, Sec. 9). An interesting case was tried in the New York Supreme Court growing out of the following facts:

A husband and wife had loaned unindorsed stock certificates to a friend and had given her a memorandum signed by both of them and reading as follows: "This will authorize Jane Doe to use as collateral stocks held in our name." The person so authorized indorsed the stock certificates in the names of the record owners and used them as margin. Eventually they were sold; and suit then was brought against the issuing companies for the alleged conversion of the stock. The trial justice directed judgment for the defendants, holding that the memorandum signed by the stockholders of record was sufficient to validate the indorsements and that the stockholders who had delivered unindorsed certificates were obligated to indorse them (Holliday v. Drug, Incorporated, not officially reported. See also Dunscombe v. Crocker-Wheeler Electric Mfg. Go., 232 App. Div. 137).

# MEASURE OF DAMAGE

Generally speaking, the measure of damage for the conversion of securities is their market value at the time of the conversion or their highest market price within a reasonable time after the owner learns of the conversion (Mayer v. Monzo, 221 N. Y. 442). What constitutes a reasonable time is a question of fact to be determined in the light of the circumstances of each case; but where the facts are not in dispute, it is a question of law (Mullen v. Quinlan & Co., 195 N. Y. 109).

It sometimes happens that stolen certifi-cates are stopped before the stock is transferred out of the name of the record owner and that there has been a substantial decrease in the value of the stock while conflicting claims are being investigated. At this point, attention is called to the well settled rule that stock differs from a stock certificate (Richardson v. Shaw, supra). As the New York Court of Appeals states it: "A stock certificate is merely a muniment or representative of title. The stock which it represents exists apart from the certificate and its existence is contemplated to endure so long as the corporation continues" (Zander v. New York Security & Trust Co., 178 N. Y. 208).

One New York case, however, stands for the proposition that the conversion of a stock certificate is conversion of the stock itself. Unindorsed stock certificates were stolen from their owner, who placed stop notices with the issuing companies. When the certificates were presented, transfer was refused and the certificates were returned to the brokers, who had sold them for the account of a bank. The brokers reported the situation to the bank, which took the position that the claimant was an impostor. This, of course, caused delay in investigating the matter; and unfortunately the bank failed before the investigation was completed.

The stockholder sued the brokers, alleging conversion of the stock by reason of refusal to return the certificates on demand. It was established at the trial that the stockholder had not wanted to sell the

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stock, that he had received his dividends, that he had had his voting rights and that the certificates had been tendered back to him before trial of the action. Notwithstanding these facts, the court permitted him to recover the full value of the stock as of the date of demand (Pierpont v. Hoyt, 260 N. Y. 26, reversing 234 App. Div. 205. Contra, see Daggett v. Davis, 53 Mich. 35; Cummins v. Peoples Bldg. L. & S. Assn., 61 Neb. 728; Davidson v. Atmar, 243 S. W. 662: Pardee v. Nelson, 59 Utah 497).

# ALTERED STOCK CERTIFICATES

Alteration of a stock certificate does not deprive the owner of his title, and transfer of such a certificate vests title in the transferee (6 Uniform Laws Annotated, Sec. 16). The New York courts construed this section of the law in a case growing out of the following facts:

A stock certificate was stolen after it had been indorsed in blank by the record owner. The thief eradicated the name of the record owner on the face of the certificate and also eradicated his indorsement. The certificate then was altered to show the name of a fictitious person as the stockholder of record and was indorsed in the same fictitious name. In this condition, the certificate passed into the hands of an innocent pledgee for value.

The insurer of the party from whom the certificate had been stolen and the insurer of the pledgee stipulated the facts of the

case and presented the controversy for decision as a pure question of law. The Appellate Division held that the pledgee had relied upon the fraudulent indorsement and therefore had no lien upon the instrument, notwithstanding the fact that the certificate once had borne the genuine indorsement of the true owner (National Surety Company v. Indemnity Insurance Company of North America, 287 App. Div. 485). The Court of Appeals granted leave to appeal, but the value of the stock had declined to such a low point that the appeal was not prosecuted.

# **APOLOGIA**

The foregoing article does not by any means purport to be an exhaustive study of the rights of holders of negotiable securities. It is based upon the writer's experience of more than twenty years in handling cases for various insurance companies. Many of the cases discussed are those in which the writer appeared as counsela fact which will account for the predominance of citations from the New York courts. Other cases mentioned are those which the writer has had occasion to study in connection with the cases in which he was interested. It is hoped that a discussion of these cases, a cross section of actual litigation handled by one law office, will prove of interest to those whose work brings them in contact with claims involving securities.

# Autopsies Under Accident and Double Indemnity Contracts

By Lowell White Denver, Colorado

According to the dictionary, the word "autopsy" technically means "to personally see or observe." Post-mortem literally means "after death," and nothing more. However, the terms "a post-mortem" and "autopsy" are medically and generally accepted to be the examination of a dead body to determine the cause of death or to study the cause, progress, of disease. "Necropsy" means to observe a dead body and that term is preferred by the medical profession. All these terms are used interchangeably and are synonymous.

Autopsies were first performed in Europe about 1700. It was not until 1767 that an Italian named Morgagni first correlated the changes found at autopsy with the symptoms of disease. Some 25 years ago Richard Cabot of Boston made a study of the diagnoses in a number of cases and was able to concretely illustrate the mistakes in clinical diagnoses which were proved after death by necropsies. Skilled physicians often have been required to change a diagnosis after an autopsy has been conducted. In some situations the physicians will not hazard an opinion without an autopsy.

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autopsies performed to the number of deaths. The figures were old, and seemed to indicate that in this country the percentage was quite small as compared with much higher percentages in Canada, England and Germany. However, I was considerably surprised to find an estimate from a leading mortician in Denver to the effect that the autopsies are performed on the bodies of almost every person dying in the city and state charity hospitals and on one-third to one-half of all those dying in private hospitals. It seems that a hospital must perform a certain high percentage of autopsies to receive a particular rating from the National Hospital Association. It is my informant's opinion that the rate is much the same in smaller communities, providing the hospitals are of sufficient size and importance to be interested in a rating from the National Association. It is my guess that most of those sudden deaths in which there is a semblance of accidental means occur outside of hospitals and that no autopsies are performed as a matter of course, particularly if there is a physician willing to certify as to the cause of death.

There are certain groups which have objected to necropsies on racial and religious principles. Members of the orthodox Jewish faith object on the religious ground. The great bulk of those in this country who object to port-mortem examinations do so for sentimental reasons, or without any clearly defined thought on the subject. Many of the refusals to consent to autopsies are caused by the embalmer, who in his quiet and tactful way, urges against it. His reasons are practical ones. The entire circulatory system is used to force embalming fluid throughout the body. If the heart has been removed, or if other portions of the body have been so cut as to interfere with the free circulation of fluid, the embalmer's problems are increased, even though the autopsy is performed by a skillful pathologist. When it is performed by an inexperienced or careless pathologist, the embalmer is really in trouble. If the heart has been removed and the embalmer is expert enough, he picks up the ends of arteries leading to various parts of the body and commences his job from there.

A rather common misconception of autopsy is that it involves nothing more than the opening of the stomach. However, it should be realized that an analysis of the stomach contents is not conclusive of poison. Until absorption takes place from the stomach the contents therein may be considered, for all practical purposes, outside the body, except in the case of fast acting poisons.

Fast acting poisons, such as cyanide, will be found in the stomach. The metals, such as arsenic and lead, are slower in action and may be found in the liver and kidneys. Morphine and strychnine are found in the brain and nerve tissues. It is important to determine accurately and quantitatively the amount of poison in the brain, liver, kidneys, et cetera.

A complete examination of the body means chemical, microscopic and bacteriologic examination of the viscera. Anything less is likely to cause grotesque failures of justice. For instance, a serious fracture of the skull in and of itself is not sufficient to cause death. It must be determined whether the fracture has lacerated the brain, or whether the brain has otherwise been injured. One can suffer a fracture of the skull without knowing it and make a complete recovery. On the other hand, when the head is opened and the brain removed and carefully examined, it may be determined that there have been tumors or other natural causes for death. It is most important that there be a complete examination of the middle ear from whence infections often arise which cause fatal results. It goes without saying that the torso must be opened, and in many cases lungs, kidneys, stomach, heart, and many bits of tissue or organs must be removed for further examination and study.

According to the established technique, different incisions are made on a man's body from those made on women and sailors to be buried in uniform. Such a statement seems to afford a bit of comic relief. The only reason for this difference is that the high neck of a man's shirt will conceal scars which would be exposed by a sailor's middy blouse, or a woman's open-neck dress

A great many sudden deaths result from hemorrhages of the brain, which may be the result of either disease or accident. The same is true of various cases of heart failure. Also, there may be a sudden collapse and death which cannot be explained except by post-mortem examination, which

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might reveal that one or both lungs may have completely collapsed without exterior warning.

The right to demand an autopsy under an insurance policy can be used to promote justice in the settlement of claims and trials of lawsuits as is illustrated by an interesting Denver case of some years ago. On a beautiful, sunshiny Sunday afternoon a foursome of prominent persons were playing golf at the Denver Country Club. For seven holes they were laughing, betting and razzing each other, as is the wont of the golfing species. The eighth tee is built high above the fairway. The green is only 200 vards distant. To reach the fairway one must go down a steep path, and at the bottom there is an irrigation ditch some six or eight feet in width. At that time this ditch was crossed by means of a small foot bridge without any railing. Three of the golfers crossed the bridge and went on to the green. Then they realized the fourth was not present. They looked back. He was not in sight. The near bank of the ditch was solidly lined with shrubs. They played out the hole, thinking he would appear shortly, then they retraced their steps. They found him lying face downward in the ditch. His head was obviously injured where it had struck the rocks below. Two of the foursome were physicians, they pronounced him dead when they found him. Everything pointed to accidental death. The pathologist who performed the autopsy told me that the instand the body was opened he smelled cyanide. No one knows exactly when the poison was taken but it must have been cleverly planned and timed. This man completed his drive on the eighth tee and then lagged behind his companions going down the steep path. The ditch is not more than thirty yards from the tee. He may have taken cyanide at this time. The spot is a perfect one because the foliage along the bank of the ditch would screen everything on the other side. This man had suffered serious financial reverses and had acquired large policies of life and accident insurance. Those were the only things which aroused any suspicion and prompted an autopsy. A qualitative chemical analysis confirmed the presence of cyanide poison. This fact and all the other circumstances, ordinarily would be conclusive proof of suicide so as to avoid payment under an accidental death policy of insurance. However, the chemist failed to make a quantitative analysis. The insurance company feared that there might not be absolute proof that the insured had taken a lethal dose of poison. Therefore, a compromise was effected by the payment of about 25% of the face of the policy, which in itself was a large sum of money.

# RIGHT TO PERFORM AN AUTOPSY

### 1. In Absence of Contract

Unless there is a contract or a statutory provision for an autopsy, it is quite likely the courts will rule with the persons who have refused to consent to a post-mortem examination. The following is an interesting comment of one judge in holding that relatives have the right and duty to bury the dead without interference, it was said:

"It is their moral and legal duty, and to hold otherwise would be to relapse in the ignorant and savage customs of the Dark Ages, and be repugnant to every Christian and civilized promoting of one's heart and instincts, and it might as well be understood that no argument or sophistry can convince that in a Christian country the dead body of a person is entitled to no more consideration and protection than any article of merchandise. It shocks and outrages all of our finer instincts and sensibilities, conscience, and common sense."

The Courts may not be interested in the best way to establish the facts, but at present are prone to base their rulings upon what they claim is the public policy; namely, against compelling autopsies. This is illustrated by a compensation case which says,

"No provision of the law entitles either the employer or the insurer to have an autopsy performed over the objection of the widow. We think this leaves the case in exactly the same situation as though no autopsy had been suggested or eventhought of."

It seems to me the Court, by this decision, has dispensed with the necessity for plaintiff having the burden of proving his

<sup>&</sup>lt;sup>1</sup>Simpkins v. Lumbermens Mutual Casualty Co. 20 S.E. (2) 733.

<sup>&</sup>lt;sup>2</sup>Industrial Commission v. McKenna, 104 Pac. (2d) 458.

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case. If the plaintiff's case is not to be dismissed when he fails to prove it, that is another reason why it should be helpful if not necessary to a proper decision to have an autopsy to determine the cause of death.

There is an interesting authority to the contrary. The insured had fallen from the roof of his house. He had purchased morphine that day and his eyes showed the effect of morphine poisoning. The circumstances pointed to suicide. The company filed a bill in equity to cancel the policy which contained no autopsy clause. Soon thereafter insured's executors brought an action at law on the policy in the same court. The Court recognized its helplesseness in arriving at the truth without having the benefit of an autopsy. It ordered exhumation and examination by experts appointed by it and said:

"The order will be that the marshal of this district will exhume the body. The court will appoint a pathologist to examine the body, to the end that the evidence may be had as to whether the fall killed the insured. A chemist will be appointed to determine whether he died by morphine poison. The results of their efforts ought to materially aid the court in arriving at the truth. And such an order is made because the court is of the opinion that it cannot be made in the action at law, but holding that it is within the general powers of a court of equity, and that such an order is in the furtherance of justice."

The Circuit Court of Appeals was pressed by parties to determine the propriety of such an order but it was neither approved nor disapproved.

The insurer is much more certain of securing an autopsy under an autopsy clause in the contract than by attempting to invoke the possible power of a court to compel disclosure of the facts through an autopsy as was done in the above exceptional case. Autopsy clauses are now commonly found in accident policies and double indemnity contracts, and my efforts will be devoted to insurer's rights thereunder.

The other extreme is where a court stated that the plaintiff's evidence supported an hypothesis of death resulting from dis-

ease as well as one from accidental means and, therefore, the plaintiff had not sustained the burden of proof. However, the Court said that since the company had the contract right to demand an autopsy, and an autopsy would have determined the cause of death, and since it failed to make such a demand, the plaintiff should recover. If such a case should be followed by other courts, the burden is shifted from the plaintiff, and a company would have the duty to develop positive evidence as to the cause of death to prevent what amounts to a judgment by default in favor of the plaintiff.

2. Contract Provisions for Autopsies

The usual autopsy clause is a provision that the insurer shall have the right and opportunity to examine the person of insured and also the right and opportunity to make an autopsy in case of death. Such clauses have been repeatedly held reasonable, valid and enforceable, and refusal to grant a request for an autopsy, when seasonably and reasonably made, is a breach of the insurance contract.

Autopsy clauses have received a very strict construction by some courts on the familiar ground they are provisions inserted in the contract by insurer for its benefit. On that ground and because of a public policy found under criminal statutes against removing dead bodies from graves for the purpose of sale or dissection, they have been construed as not granting the right to exhume. Most courts find no prohibition of exhumation under autopsy clauses in statutes aimed at grave robbing. Permission to "examine" the body of insured has been held not to include autopsy or dissection. Of course a mere external examination of a corpse would be of no practical value in determining the cause of death except in the most obvious case of accidental death.

Such a clause to be available to the insurer must be in the policy sued on. In an action on a life policy where no claim was made under the double indemnity rider attached to the policy and the only provision authorizing insurer to make an autopsy was contained in the double indemnity rider, it was held insurer was not entitled to an autopsy.

<sup>\*</sup>Mutual Life Ins. Co. v. Griesa, 156 Fed. 398, 169 Fed. 509, 165 Fed. 48, Cert. Den. 215 U.S. 600.

<sup>&#</sup>x27;Sudduth v. Travelers' Ins. Co., 106 Fed. 822. 'Honrath v. N. Y. Life Ins. Co., (S.D.) 275 N.W.

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## TIMELINESS OF DEMAND

# 1. Basis of Most Decisions

As may be implied from the general statement-"a refusal to grant a request for an autopsy, when seasonably and reasonably made, is a breach of the insurance contract"-an autopsy clause does not give a right that may be exercised at any time and under any circumstances although no time is specified. An autopsy must be demanded within a reasonable time after insured's death, and a representative of an insurer must bear in mind that if the insurer is to successfully defend on the ground of a refusal to permit an autopsy, it must be able to show that it was diligent in making the demand.

If insurer desires an autopsy, demand should be made before burial of the body if that can reasonably be done, and where it had ample opportunity prior to burial, insurer cannot be heard to say that a demand made thereafter was reasonable.

A demand made prior to burial may be held not made at a reasonable time or upon a proper occasion where it was made at 10 o'clock in the morning and the funeral was set for 1 o'clock in the afternoon.' Friends were arriving and a compliance with the request would have occasioned an indefinite delay because the medical examiner was not present. It was noticed that the insurance company representative had been two miles away since the evening before, investigating the cause of death.

Insurer may have knowledge of insured's death prior to burial and still not be said to be guilty of unreasonable delay in demanding an autopsy after burial, if its information indicated that no demand would be made on the accident policy containing the autopsy clause." Thus, insured had one accident policy and several life policies with one company. The day before burial proof was submitted to the company that the "immediate cause of death" was "intrabdominal hemorrhage" resulting from "probable cancer of the intestines." Two 'probable cancer of the intestines.' days after burial a letter addressed to the insurer stated insured died "as a result of an accident." This was the first intimation that a claim was to be made under the accident policy, and request for autopsy after

burial was timely.

Subject to the limitation of a reasonable time, insurer has the right to demand an autopsy where it first learns of insured's death after burial." It was a matter for jury where demand for autopsy was made within two weeks after application for blanks for making proof and four weeks after death. A jury finding that demand on tenth day after burial was not within a reasonable time was sustained." A trial court's ruling as a matter of law that insurer's demand for autopsy two days after it received notice of death was timely, was sustained." A demand for autopsy one month after burial was held reasonably and seasonably made as a matter of law where insurer received no notice of claim until twelve days after burial."

A definite measurement as to when the demand is timely cannot be gathered from the many cases. The question should be avoided by using all possible diligence.

2. Effect of Cremation

Cremation is not new. We know it was extensively used prior to the Christian era. Its present increasing use demands greater diligence in handling claims on the part of insurance companies.

Should recovery be prevented where the beneficiary is unable to produce the body at the request of an insurer? Where it appeared that insured's body was cremated the third day after his death from asphyxiation, pursuant to a direction of his will before knowledge by his widow-beneficiary of an accident policy and notice to the company, recovery was held not barred." This makes a hard case. It should be barred if the contract means what it says, and where there is probable cause to assume there was a disease which caused death di-

Trueblood v. Maryland Assur. Co., 129 Cal. App.

(8th Cir.) 35 F. (2d) 587. "Howes v. U.S.F. & G. Co. (9th Cir.) 73 Fed. (2d) 611.

Clay v. Aetna Life Ins. Co., 53 Fed (2d) 689. Cavallero v. Travelers' Ins. Co., (Minn.) 267 N.W. 370.

<sup>103, 18</sup> Pac. (2d) 90. Rinaldi v. Prudential Ins. Co., 118 Conn. 419, 172 Atl. 777.

Johnson v. Bankers' Mut. Cas. Co., 129 Minn. 18, 151 N.W. 413.

<sup>&#</sup>x27;Gould v. Travelers' Ins. Co. 244 App. Div. 274, 279 N.Y.S. 892.

Clay v. Aetna Life Ins. Co. supra

Standard Acc. Ins. Co. v. Rossi, 35 Fed. (2d) 667. <sup>16</sup>General Acc. Fire & Life Assur. Corp. v. Savage

<sup>&</sup>lt;sup>26</sup>Clay v. Aetna Life Ins. Co., 33 F (2) 689. "Ocean Acc. & Guarantee Corp. v. Schachner (7th Cir.) 70 Fed. (2d) 28.

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rectly or indirectly according to the terms of the policy. An equally divided court affirmed a holding that a provision in an accident insurance policy, that in event of death by accidental means the policy is forfeited if the assured's body is cremated without first giving the company seven days' notice, was inapplicable and void, where cremation was at assured's express wish, in good faith and without fraud." Suppose one or two days' notice was required in a policy. Is there any reason why that should not be the proper subject of a contract? Should the contract be set aside and all evidence done away with merely because fraud cannot be proved?

3. Effect of Embalming

A question of fact has been created in many cases because of the claim on the part of the plaintiffs that an autopsy performed after embalming does not furnish the true state or condition of the body at the time of death. It is claimed that the embalming causes such changes that the result is an inaccurate one.

A leading embalmer tells me that in the process as now done only the blood is removed. The embalming fluid enters the system through the veins under pressure which forces the blood ahead of it. On the other hand, a leading pathologist informs me that the contents of the stomach are removed at the time of embalming. However, there is always sufficient left to make an accurate analysis. It is this man's idea that an autopsy performed after complete preparation for burial is accurate and satisfactory.

From the insurance company's point of view, if an autopsy could be performed before embalming, the questions of timeliness and the reasonableness of the demand and accuracy of the result are eliminated as questions to be decided by a jury or a court."

Similar observations might be made as to the changes in the body due to a lapse of time when a request for exhumation and autopsy is made at a later date.

### FORM OF DEMAND

While a written demand is not necessary, such a demand avoids dispute as to its nature and scope and is easily proven.

I, for one, would take a chance on a brief form of demand, "to make such an autopsy or examination (using the word in the contract) of the body of insured as is necessary or required to fully and correctly determine the immediate and contributing causes of death." It is difficult in one demand to avoid possible extreme holdings, that by inserting details of the proposed examination the request was not made within the terms of the contract," or a criticism of a briefer form as not giving the extent of the examination demanded. Of course, if the body has been buried, the demand should include a request to exhume.10

It may be desirable to amplify this language to include the time and place suggested, or it may be of good psychological effect to suggest the convenience of the person having custody of the body, and invite the attending physician or other representative to be present.

# UPON WHOM MUST DEMAND BE

# 1. Surviving Spouse or Next of Kin Entitled to Custody of Corpse

It is not mere pedantry to say that there is no property or proprietary interest in a dead human body. The right to a corpse has been referred to as a "quasi-property right" or "right to custody or possession" and such right has been protected from violation by the courts. In certain states by statute, and generally, it is accepted that the surviving spouse or next of kin is entitled to custody and possession of the corpse." It might be said that this custody is in trust, nevertheless, to exercise a corresponding duty of suitable burial of the body.

It is obvious that a corpse must be cared for and buried promptly. If the deceased were living with his parents instead of with wife or husband, a waiver of the right existing in the surviving spouse is implied and the right and duty immediately vests in the next of kin present and active. It was on such a theory that a father's action

<sup>\*</sup>Kroner v. Order of United Travelers, 176 Wis. 151, 184 N.W. 1087.

<sup>&</sup>lt;sup>16</sup>Robertson v. Mutual Life Ins. Co., 6 N.W. (2)

<sup>&</sup>lt;sup>1</sup>Provident Life & Acc. Ins. Co. v. Green, 172 Okla. 591, 46 Pac. (2d) 372.

Howes v. U.S.F. & G. Co., Supra. Hemrich v. Aetna Life Ins. Co., 188 Wash, 652, 63 Pac. (2d) 482.

Employers Liability Assur. Corp. v. Dean (5th Cir.) 44 Fed. (2d) 524.

<sup>&</sup>lt;sup>17</sup>Larson v. Chase, 47 Minn. 307, 50 N.W. 238.

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for damages for the wrongful interference with the burial of a dead son was sustained, even though the deceased had a wife living."

For the reason that there may be considerable doubt or confusion as to what persons may have the right to possession and control, it behooves insurance companies to use exceptional care in determining on whom to serve a demand for autopsy. So, in a case where the father appears to have the right of custody, service of demand on him would be required. Yet the wife might claim her separation was only a temporary one and she had not lost her right to possession of the body. If her contention were sustained a failure to serve her might defeat the company's right, even though she were not a beneficiary.

It is clear that if a surviving widow has possession of the body and is a beneficiary under the policy, the demand for autopsy should be made on her. An authorization by her cannot be successfully questioned by any other person." The sufficiency of a demand on a widow-beneficiary and her authorization has been recognized even in a case where the insured's daughter objected and commenced an action against the insurer for the wilful and unauthorized disinterment of the body." The courts recognize that a child under those circumstances has no cause of action and that the action of the widow and the company in agreeing upon a disinterment for autopsy is proper and no right of next of kin was violated.

When there is no surviving spouse and the next of kin is also the beneficiary, demand should be made upon him.

One case is based on a statute providing that the next of kin may "authorize dissection for the purpose of ascertaining the cause of death." The mother was the next of kin and also the beneficiary under the policy. She refused the demand. That refusal barred her recovery."

In another case notice was given to an insurer by the nephew-beneficiary the day

after insured's death. Three or four weeks after burial demand was made on the widow to exhume and examine the body. She refused. No demand was made on the nephew-beneficiary. The jury was instructed that the demand for exhumation and examination was not made within a reasonable time.<sup>20</sup>

The Court took the easy way and decided that the demand was not timely. The serious question was not determined. Suppose the demand had been timely and the request made of both the beneficiary and the widow. If the widow consented and the beneficiary refused, the beneficiary should not be allowed to recover. However, if the beneficiary consented and the widow refused and because of such refusal the company was prevented from performing an autopsy, there is presented a serious problem unanswered by the cases. The insurance companies could protect themselves by anticipating such a question in phrasing their contracts.

# CAN THERE BE A TESTAMENTARY DISPOSITION OF A PERSON'S BODY?

In England the Courts hold that a person may not by will dispose of his body. In the United States we believe that it is generally accepted that a testamentary disposition of one'se corpse is recognized.

If a decedent has the right to will his body to someone, that person's right thereto should be superior to that of the next of kin. True, in most of such cases, this right was not challenged by the person who would normally have the right to control. Most of the authority for this proposition is based upon inferences or dicta. Nevertheless, there is a clear tendency in that direction, and sound reasoning dictates, in my opinion, that a person should have that right, especially since he has a clear right to dispose of property, he should have a similar right with regard to his body. Of course, if the testamentary disposition is against public sense of decency, it will not be fulfilled. However, autopsies are so necessary to the progress of medical science that at this late date, it can hardly be said that the dissection of a human body is an indignity to the human race as a whole.

<sup>&</sup>lt;sup>38</sup>So. Life & Health Ins. Co. v. Morgan, 21 Ala. App. 5, 105 So. 161.

<sup>&</sup>lt;sup>16</sup>Johnson v. Bankers Mut. Cas. Co., Supra.

Clay v. Aetna Life Ins. Co., Supra.

\*\*Aetna Life Ins. Co. v. Lindsay, 69 Fed. (2d)
627.

<sup>&</sup>lt;sup>21</sup>Howes v. U.S.F. & G. Co., Supra

<sup>\*\*</sup>American Employers Liability Ins. Co. v. Barr, 68 Fed. 873.

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# CAN A PERSON DISPOSE OF HIS BODY BY SALE?

The same question has arisen in cases where a person, during his lifetime, has agreed to sell his corpse for dissection after death for a valuable and cash consideration. Sentimentalists, both on and off the bench, are reluctant to countenance such agreements. It has been held that such an agreement is against public policy, but is that true? It is now a common practice to dissect human bodies, and it is important to the welfare of the human race. In most cases where a sale has been arranged, it has been made by persons who are in need of money and are, for the most part, without families or close next of kin who might have the desire to see that the deceased was properly buried. Therefore, we do not have direct contests of this question to serve as a precedent.

# CAN INSURED BY CONTRACT GRANT RIGHT OF AUTOPSY?

If a person can sell his body or will it away, it should follow that he has the right to contract with an insurance company that the company shall have the indefeasible right to make a post-mortem examination to determine the cause of death. If such a contract is enforceable, the insurance company should not be required to pay the face of the policy unless it has had the opportunity to make such an examination. This should be true even though the beneficiary is not the person who has the right to and desires to exercise the right of possession and custody.

A fertilizer company, the beneficiary, sued on one policy on the life of its president. The wife was a beneficiary under another policy. Insurer made demand for autopsy on the widow under her policy which she refused as not timely. No demand was made on the fertilizer company. Insured did request that an officer of that company aid in producing the widow's consent, four months after proof of the death was furnished. She refused. The trial court directed a verdict for the defendant on the theory that a request for autopsy was reasonably and seasonably made as a matter of law." Court of Appeals reversed this on the ground that the sufficiency and timeliness

of the demand was a jury question. This case calls attention forcibly to the proposition that demand on the widow is inadequate where another is the beneficiary.

Suppose demand had been made on both the widow and the beneficiary, and consent was given by the beneficiary and refused by the widow. It seems unjust that an innocent beneficiary's rights should be sacrificed by the acts of someone whom the beneficiary cannot control. On the other hand, an autopsy might conclusively demonstrate that there is nothing due under the policy. Are insurer's rights to be thus arbitrarily appropriated? The parties have contracted that the insurer shall have the right to an autopsy. If the insurer is denied that contract right, then the agreement ceases to be a mutual one on which the minds of the contracting parties have

What should be the true rule? A beneficiary's right of recovery may not only be endangered, but actually sacrificed if he cannot prevail upon the person having custody of the body to grant authority for an autopsy. The beneficiary's right should be protected as well as those of the insurer and the next of kin. If a person may make testamentary disposition of his body, and if he can dispose of same by contract then it should follow that a contract which provides that an insurer may demand an autopsy should be enforceable. When the beneficiary is a stranger and not next of kin, he should realize that he may have trouble obtaining permission for an autopsy. The accidental death policy is one made for the benefit of the beneficiary. Therefore it would seem that the beneficiary should have a right of action in equity against the next of kin to compel the performance of a post-mortem examination. However, the cases have not gone this far.

# MAY A COMPANY SEEK TO ENFORCE ITS RIGHT TO AUTOPSY BY COURT ACTION?

Of course, the law abhors forfeitures. The courts have gone to extremes and sometimes unwarranted lengths to prevent forfeitures.

Specific enforcement of the contract rights to autopsy have been speculated on in a case where a minor child and widow were the beneficiaries."

<sup>&</sup>lt;sup>30</sup>15 Am. Jur. Page 836, Note 6
<sup>34</sup>Waldo Fertilizer Co. v. Mut. Life Ins. Co., 72
Fed. (2d) 203.

<sup>\*</sup>Travelers Ins. Co. v. Welch (5th Cir.) 82 Fed. (2d) 799.

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In connection with the last suggestion of specific enforcement of the autopsy clause, a Kentucky court ordered the exhumation and examination of insured's body where a timely demand was refused. and dismissed the widow's action on the policy for disobeying the order."

A Maryland court entertained a bill of discovery and appointed a doctor as receiver to take charge of certain organs that had been removed from a deceased insured's body and to make such examination thereof as the insurer should require, holding the right of insurer under the autopsy clause in the contract was superior to any property right in insured's family."

In New York, sections of the Civil Practice Act giving the courts power to require discovery were said not to vest any power in the court to order dissection and examination of an insured's body."

In an action by an insurer against administrator of insured's estate and the beneficiaries to establish right to exhume body and perform an autopsy under the autopsy clause in a policy, the complaint sought injunction from interfering with autopsy to be performed under such terms as court might impose, from instituting action on policies to recover double indemnity, and also sought declaratory judgment of non-liability thereunder if it should be disclosed insured's death did not result from accidental means. The district judge issued an injunction as prayed and appointed pathologist to perform the autopsy. Execution of order, pending appeal, was stayed.

This judgment was reversed on ground that necessity of an autopsy was not shown. There was nothing to indicate assured suffered from a disease; the fact he was a moderate drinker and might have been more susceptible to disease is not enough, and all the evidence indicated insured was killed by a fall. The Court said:

"While it is difficult to lay down a rule generally applicable under all circumstances, it is safe to say that two conditions at least must concur to justify autopsy after burial. It must appear that through no fault of the insurer it was impracticable to demand and perform the autopsy before interment, and secondly, it must be reasonably certain that an examination of the body will reveal something bearing on the rights of the parties which could not be otherwise discovered."

It would seem that the Court purposely missed the point. If the company has the right to an autopsy, the Court should not force the company to show that there is probable cause that accidental death will be disproved. The circumstances of the assured's death might be such that it would be impossible to determine whether disease was a proximate cause of death without an autopsy. To do justice between the parties, an autopsy would be imperative. The result might be entirely against the company, but if the company saw fit to take that chance, and was granted the right by the contract, it should not be refused.

In another case where there was no evidence of death by accidental means and the death certificate stated the death was not caused by accidental means, the Court refused to permit an autopsy because the request was made at too late a date. By divided Court, it was held that the claimant should get judgment against the company because the request was not made within a reasonable time. The dissenting opinion made the point that an autopsy would have been useful to prove or disprove the company's contentions, therefore, no time limit should be implied unless an autopsy could not prove anything."

The question of the timeliness of the request for autopsy comes up in nearly every case regardless of the basis of the litigation. Some of the later cases have been helpful to a crystalization of the law. One assured had an accident which caused a ruptured blood vessel in the stomach. The vessel was diseased and there was no knowledge of a claim of accident until about thirty days after burial. The Court found that the autopsy was demanded within a reasonable time and it appeared that material evidence would have been disclosed by the autopsy, therefore plaintiff's failure

<sup>&</sup>lt;sup>28</sup>Whitman v. Kentucky Central Life & Acc. Ins. Co., 232 Ky. 173, 22 S.W. (2d) 593. <sup>28</sup>Painter v. U.S.F. & G. Co., 123 Md. 301, 91

<sup>&</sup>quot;Bernstein v. Metropolitan Life Ins. Co., 142 Misc. Rep. 516, 255 N.Y.S. 591.

<sup>&</sup>quot;McCulloch v. Mutual Life Ins. Co. of N. Y. (4th Cir.) 109 Fed. (2d) 866.

Order of Commercial Travelers v. Moore 134 F (2) 558 (1945).

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to agree to an autopsy was ground for judgment for the defendant.\*\*

In another case there was an autopsy performed without the knowledge of the defendant company. No claim was made for double indemnity for two and a half years. The company was granted judgment on the ground of laches and loss of opportunity to conduct an autopsy. Apparently there was evidence that death was caused by infection resulting from a wood tick bite."

# CONCLUSION

Upon the happening of a death purporting to have resulted from accidental means, and if that is one which may be questioned, many practical difficulties confront the insurer. The company's right to an autopsy is a valid one, and if the company decides that an autopsy will be required then:

Immediate investigation is imperative.
 Written demand for an autopsy, using

the language of the policy, should be made.

3. Demand for autopsy should be made before embalming, if possible, or,

4. At least before burial, or

5. As soon thereafter as the facts are ascertained.

Bates v. New York Life Ins. Co. 31 F. Supp. 813.
 Sadler v. Guardian Life 40 F Supp. 772.
 Franz v. U. S. Casualty 49 F Supp. 267.

 Demand for autopsy must be made of the beneficiary and the person having custody and control of the corpse, if they are different persons.

If a demand for autopsy has been made and refused, new problems arise. One of the fundamental concepts of contract law is that if a person violates his contract, he cannot recover and the contract is at an end. The company must first satisfy itself that the demand has been timely and adequate in all respects. If that is true, the contract being violated by the failure to accede to a contract right, the company should not be liable to further perform. However, the courts will avoid forfeiture when possible, and it appears to me that the trend of the decisions is away from barring recovery when a demand for autopsy has been refused.

Therefore, the insurer must make a hurried decision as to whether it will take a chance on a court holding that the contract has been vitiated or commence an action in equity to require an autopsy, or invoke the power of a court of equity in the beneficiary's suit on the policy.

It might be that the companies will wish to give further thought to so wording the contract that there is no doubt that the granting of a request for an autopsy is a condition precedent to recovery.

# Report on Mid-Winter Meeting of Executive Committee

By David I. McAlister, Secretary Washington, Pennsylvania

T THE mid-winter meeting of the Executive Committee, held at the Flamingo Hotel, January 27th, 28th, and 29th, there was again a one hundred per cent attendance and I feel that the fact that at thirteen out of the last sixteen meetings of the Executive Committee there has been one hundred per cent attendance speaks well for the faithfulness of the Executive Committee to the trust reposed in them by the Association.

The first session was held at ten a.m. Monday and the committee heard greetings from Mr. Lane, President of the Dade County Bar Association, and Mr. Thomas Woods of the Convention Bureau of Miami Beach extended greetings on behalf of the

city officials and presented each with a key to the city and a police courtesy card from the Mayor.

John G. McKay, Esq., one of the members of our Association from Miami, spoke a few words of welcome on behalf of the local members and invited us to a get-together with the local membership at his home on Tuesday evening.

President Paul McGough announced that sessions would be held each morning from nine to twelve and later amended that to a meeting on Tuesday evening which lasted from nine p.m. until midnight.

The principal items of business were to choose the time and place of the annual

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convention, to discuss the matter of increase in dues and the question of the editorship of the Journal.

The first matter taken up was the question of the time and place of the annual convention. President McGough had been involved in considerable correspondence endeavoring to get the convention to the Greenbrier Hotel at White Sulphur Springs once more, but his information just about Christmas time was to the effect that it would not be open at all in 1947.

Letters were read from possibly a dozen hotels from all over the country, inviting us to hold the convention at their respective hostelries but in many instances the hotels involved were not large enough or the dates they offered were definitely unsuitable. Representatives of four hotels were present and were heard personally and the final choice of the Executive Committee, after taking all factors into consideration, was the Monmouth Hotel at Spring Lake, New Jersey. It is a resort hotel of the highest caliber on the New Jersey seashore about equidistant between Philadelphia and New York, and it is easily reached both by rail and motor. The dates chosen were Thursday, Friday and Saturday, September 4th, 5th, and 6th, 1947, and we were given a flat rate of \$14 per day per person, American plan, two in a room. This is just one-half of the customary seasonal rate of the hotel.

Spring Lake, New Jersey, is a fairly small but very exclusive New Jersey shore resort and there are not the distractions that might constitute interference at other locations. There are five golf courses within four miles of the hotel.

President McGough appointed a committee to take up the matter of round table discussions at the next convention, the committee consisting of:

## Wayne Stichter, Chairman Percy McDonald Hugh Combs

This committee is to investigate and report later upon the advisability of reporters for the informal discussions following regular papers at these round tables and to take up with the Finance Committee the possible cost and see if it can be included in the

The Secretary and Treasurer's reports had been mimeographed and were distrib-

uted to the Committee and were approved.

Fifteen new applicants for membership were approved and four other applications, classified as home office counsel, were referred to the Home Office Counsel Committee for their approval before being sub-

mittee for their approval before being submitted to the Executive Committee. Eight members were dropped for being delin-

quent in 1945 dues.

Considerable discussion was had concerning the increasing cost of running the Association, particularly in printing the Journal. Associate members have been receiving the Journal although they only pay \$3 a year dues and the Journal costs approximately \$4.50 a year per member to print. It was decided not to send the Journal any longer to the associate members and a committee was appointed to recommend changes in the by-laws to be voted on at the convention that there no longer be two classes of membership but that all members be regular members and pay dues of \$12 per year.

Another recommended amendment was that any member being elected to the Bench shall cease to be an active member but, upon receipt of \$5 per year, shall be entitled to subscribe to the Journal and will always be welcome to attend any of the meetings or conventions, but without any right to vote and shall not be carried

on the rolls as a member.

Certain other items to clarify the bylaws were suggested and will be prepared and printed in the July issue of the Journal, the Chairman of this committee being Lowell White, of Denver.

Mr. Yancey advised that the Cumulative Index prepared by the West Publishing Company will go out to the membership some time very soon and it will be bound in a contrasting color from the ordinary cover of the Journal so that it will stand out on the shelves and will be easily identified.

George Yancey brought up the question of his successor and it was the consensus of opinion that George should have broad leeway in picking one or more assistant editors with the thought in mind of training someone to eventually take over his duties as editor, and the Secretary for one feels that George Yancey would appreciate suggestions from the membership as to capable and available willing assistants. Another matter of prime importance that

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George brought up was the securing of good articles for the Journal. A large number of the Executive Committee pledged either to write articles themselves or to secure articles for Mr. Yancey within the next three months, and I know that George would appreciate it if the same pledge were made by you.

In view of the fact that the convention next September is so close to New York, it was the thought that many of the membership would want to pay New York a visit either before or after the convention and Price Topping was appointed Chairman of a committee to arrange for hotel space during those periods, and anyone thinking of attending the convention with a side trip to New York before or after the convention next fall would do well to get in communication promptly with Mr. Topping and advise him as early as possible so that he and his committee can arrange for adequate hotel accommodations in New York.

# EIGHTEENTH

# ANNUAL CONVENTION

THE MONMOUTH HOTEL

SPRING LAKE BEACH, NEW JERSEY

SEPTEMBER 4, 5, 6, 1947

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## Alphabetical Membership List

(\*Members in Armed Forces of the United States)

## A

- ABERNATHY, GEORGE C.—Shawnee, Okla. Abernathy & Abernathy Masonie Building P. O. Box 2054
- ABERNATHY, KENNETH—Shawnee, Okla. Abernathy & Abernathy Masonic Building P. O. Box 2054
- ACHEY, WEBSTER S.-Doylestown, Pa. 104 No. Main Street
- ADAMS, HAROLD J.-Buffalo 2, N. Y. Adams, Smith, Brown & Starrett 705 Walbridge Building
- Adams & Adams 203 Public Service Building
- ADAMS, ROBERT A.—Indianapolis 4, Ind. Dowden, Denny & Adams 1311-1316 Fletcher Trust Building
- ADAMS, ROBERT F.-Mobile 6, Ala. McCorvey, Turner, Rogers, Johnstone & Adams P. O. Box 1070
- ADAMS, St. CLAIR, JR.—New Orleans 12, La. St. Clair Adams & Son 1213 American Bank Building
- AGAR, THOMAS J., K. C.—Toronto, Canada General Counsel Sun Insurance Office & Affiliated Companies 357 Bay Street
- AHLERS, PAUL F.—Des Moines 9, Iowa Stipp, Perry, Bannister, Carpenter & Ahlers 1020 Bankers Trust Building
- AHLVIN, ROBERT E.—Kansas City, Mo. Bruce Dodson and Co. 28th & Wyandotte Street
- AIKEN, ARTHUR L.—Fort Wayne 2, Ind. J. H. & A. L. Aiken 221-26 Citizens Trust Building
- Alkins, G. H., K. C.-Winnipeg, Canada Aikins, Loftus, MacAuley & Company General Counsel, Great West Life Assur. Co. Somerset Building
- ATTKEN, PHILIP M.—Lincoln, Neb. Woods, Aitken & Aitken General Counsel, Woodmen Central Life Ins. Co. Woodmen Accident Building
- ALBERT, MILTON A.—Baltimore 3, Md. New Amsterdam Casualty Co. 227 St. Paul Street

- Albritton, William Louis—Baton Rouge, La. Albritton, Ware and Litton 610 Roumain Building
- ALEXANDER, E. DEAN—Detroit 26, Mich.
  Alexander, Cholette, Buchanan, Perkins &
  Conklin
  2217 National Bank Building
- ALEXANDER, ALONZO A.—St. Louis, Mo. International Office Building 722 Chestnut Street
- ALLABEN, F. ROLAND—Grand Rapids 2, Mich. Allaben & Wiarda 408 Federal Square Building
- ALLEBAUGH, CARL F.-Steubenville, Ohio Kinsey and Allebaugh Sinclair Building Box 249
- ALTICK, HUGH H.-Dayton 2, Ohio Matthews & Altick Gas & Electric Building 25 North Main Street
- Anderson, Dorman C.—Chicago 4, Ill. Continental Casualty Company 310 South Michigan Avenue
- Anderson, E. B.—Owensboro, Ky. First Owensboro Bank Building
- Anderson, Henry London-Fayetteville, N. C. First Citizens' Bank Building
- Anderson, James Alonzo—Shelby, Ohio General Counsel Shelby Mutual Casualty Company 23 West Main Street
- Anderson, John H., Jr.—Raleigh, N. C. Smith, Leach & Anderson Security Bank Building
- Anderson, John R.—Tupelo, Miss. Blair & Anderson 203 Court Street
- Anderson, Newton E.-Los Angeles 13, Calif. 548 South Spring Street
- Anderson, R. Lanier, Jr.—Macon, Ga. Anderson, Anderson & Walker 421-424 First National Bank Building
- Anderson, Richard A.-Lake Charles, La. McCoy, King, Anderson, Hall & Swift 515 Weber Building
- Anderson, Robert H.-Miami 6, Fla. Loftin, Anderson, Scott, McCarthy & Preston Box 1069

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- Anderson, Roscoe-St. Louis 1, Mo. Anderson, Gilbert, Wolfort, Allen & Bierman 705 Olive Street Room 701
- Anderson, Rudolph E.—Superior, Wis.
  Hughes & Anderson
  318 Telegram, Building
- Andrews, Earl E.—Boston, Mass.
  Scannell, Webber, Lawton & Rooney
  260 Tremont Street
- Andrews, John D.-Hamilton, Ohio Rentschler Building
- APPERSON, JOHN W.—Memphis 3, Tenn.
  Metcalf, Apperson & Crump
  1830 Exchange Building
- ARMBRECHT, WILLIAM H., JR.—Mobile 6, Ala. Armbrecht, Inge, Twitty & Jackson Suite 403, Merchants National Bank Building
- ARMSTRONG, W. P.—Memphis 3, Tenn. Armstrong, McCadden, Allen, Braden & Goodman Commerce Title Building
- ARNOLD, D. H. HILL-Elkins, W. Va. Box 266
- ARNOLD, W. N., JR.—Houston 2, Texas Fulbright, Crooker, Freeman & Bates State National Bank Building
- Arnote & Arnote 303 Arnote Building
- ARNOW, WINSTON E.—Gainesville, Fla. Clayton & Arnow
- Arrington, W. Russell—Chicago 3, Ill. Arrington, Fiedler & Healy 135 South LaSalle Street
- ARTH, CHARLES W.—Washington, D. C. 1426 G Street Albee Building
- Ashby, Clarence G.-Jacksonville, Fla. Adair, Kent, Ashby & McNatt 1503 Barnett Bank Building
- Askew, Erle B.—St. Petersburg 1, Fla. First Federal Building Box 1317
- ATKINS, C. CLYDE-Miami 32, Fla.
  Walton, Hubbard. Schroeder, Lantaff & Atkins
  913 Alfred I. Du Pont Building
- ATMORE, GEORGE W.—Duluth 2, Minn.
  Gillette, Nye, Harries, Montague, Sullivan &
  Atmore
  1200 Alworth Building

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BAIER, MILTON L.—Buffalo, N. Y. Legal Dept. Merchants Mutual Cas. Co. Baier & Chamberlain 268 Main Street

- Bailey, T. M.—Sioux Falls, S. D.
  General Counsel, Queen City Fire Insurance Co.
  Bailey, Voorhees, Woods & Fuller
  Bailey Glidden Building
- BAILEY, WILLIAM S.—Harrisburg, Pa. Storey & Bailey Calder Building 16 North Market Square
- BAIRD, R. F.—Fort Wayne, Ind. Vice-President & General Counsel The Lincoln National Life Ins. Co.
- BAKER, G. CLAY-Topeka, Kan. 408 Columbian Building
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- BALDWIN, A. D.—Cleveland 14, Ohio Garfield, Baldwin, Jamison, Hope & Ulrich 1425 Guardian Building
- BALL, CHARLES A.—Montgomery 4, Ala. Ball & Ball First National Bank Building
- Ball, Fred S., Jr.-Montgomery 4, Ala. Ball & Ball 719 First National Bank Building
- BALL, JOSEPH A.-Long Beach 2, Cal. Security Building
- BAMBERGER, FREDERICK P.—Evansville, Ind. Ortmeyer, Bamberger, Ortmeyer & Foreman 806 Hulman Building
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  Bangs, Hamilton & Bangs
  2151/2 S. Third Street
- Bannister, L. Ward-Denver 2, Colo. Bannister, Bannister & Weller 801-807 Equitable Building
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- BARFIELD, CHARLES V.—San Francisco 4, Cal. 111 Sutter Street
- BARNARD, HERBERT E.—St. Louis 1, Mo. Walther, Hecker, O'Herin & Walther 1316 Mississippi Valley Trust Bldg. 506 Olive Street
- Barnes, George Z.—Peoria 2, Ill.
  Alliance Life Insurance Company
  Alliance Life Building
- BARNES, J. MACK—Waycross, Ga. Parker & Barnes 518-522 Bunn Building
- BARRETT, JOE C.-Jonesboro, Ark.
  Barrett & Wheatley
  Box 816

ce Co.

- BARRY, EDWARD, JR.—Bloomington, Ill. 404 Unity Building
- BARTH, PHILIP C.—Buffalo 2, N. Y. 525-526 M & T Building
- BARTLETT, CLARENCE—Owensboro, Ky. Woodward, Dawson & Bartlett 2211/2 St. Ann Street
- BARTLETT, THOMAS N.—Baltimore 3, Md. Maryland Casualty Co.
- BARTON, JOHN L.—Omaha 2, Neb. Brown, Crossman, West, Barton & Quinlan 1010 First National Bank Building
- Barton, Robert M.—St. Petersburg 5, Fla. Barton & Barton 305 Empire Building
- Bass, Leslie-Knoxville, Tenn. Burwell Building
- BATEMAN, HAROLD A.—Dallas 1, Texas Chrestman, Brundidge, Fountain, Elliott & Bateman 2010 Republic Bank Building
- BAUDER, REGINALD I.—Los Angeles 13, Cal. Bauder, Veatch & W. I. Gilbert 939 Rowan Building
- Baylor, F. B.—Lincoln 8, Neb. Baylor, Bloss & Evnen 1204 Sharp Building
- BEACH CHARLES GORDON—LeRoy, Ohio Assistant to General Counsel Ohio Farmers Insurance Company
- BEARD, LESLIE P.—New Orleans 12, La. Beard & Blue 1912 American Bank Building
- BECK N. L.—Chicago 4, Ill. Continental Casualty Company 310 South Michigan Avenue
- BECKWITH, OLIVER R.—Hartford, Conn. Counsel, The Aetna Casualty & Surety Co 151 Farmington Avenue
- Beebe, Eugene H.—Honolulu, Hawaii Smith, Wild, Beebe & Cades Bishop Trust Building
- Beechwood, George Eugene—Philadelphia 2, Pa Conlen, LaBrum & Beechwood 1507 Packard Building
- Beers, Glenn B.-Waterloo, Iowa Reed & Beers 537 Black Building
- Beggs, E. Dixie-Pensacola, Fla. Yonge, Beggs & Lane
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- BEHA, JAMES J.-New York 5, N. Y. 70 Pine Street

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- Bell, Charles R.—Bowling Green, Ky. Bell, Stagner & Orr Davenport Building
- BELL, MAJOR T.—Beaumont, Tex. Orgain, Bell & Tucker Gilbert Building
- Bellemere, Fred-Kansas City, Mo. Bellemere & Bellemere Commerce Building
- BENNETT, HUGH M.—Columbus 15, Ohio 1235 Huntington Bank Building 17 South High Street
- BENOY, WILBUR E.—Columbus 15, Ohio Benoy & Sebastian General Counsel Motorists Mutual Ins. Co. 2910 A.I.U. Citadel
- BENSON, PALMER-St. Paul 2, Minn. St. Paul Mercury Indemnity Company 111 West Fifth Street
- BERMAN, H.-Denver 2, Colo. Berman, Lilly & Friedrichs 720 University Building
- Berman, Jacob H.—Portland 6, Me. Berman, Berman & Wernick 85 Exchange Street Box 13, Pearl Street Sta.
- Bernard & Parker
  Provident Mutual Life Ins. Co. of Philadelphia
  Wachovia Bank Building
- BERRY, JOSEPH F.-Hartford 3, Conn. Day, Berry & Howard 750 Main Street
- Best, R. E.—Greensburg, Pa. Smith, Best & Horn Bank & Trust Building
- BETTELHEIM, B. K.-Los Angeles, Calif. 2501 Pasadena Avenue
- BETTS, FORREST ARTHUR-Los Angeles 13, Cal. Suite 708 Security Building
- BEVERLEY, WILLIAM WELBY-Richmond 19, Va. Travelers Building
- BICKFORD, ARTHUR F.—Boston 9, Mass. Hurlburt, Jones, Hall & Bickford 530 Exchange Building
- BIE, WALTER T.—Green Bay, Wis. North, Bie, Welsh, Trowbridge & Wilmer Suite 509, Bellin Building
- BIENVENU, P. A.-New Orleans 12, La. St. Clair Adams & Son American Bank Building
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- BLACK, ALBERT W.-Bay City, Mich. 504 Bay City Bank Building
- BLACK, BARRON F.—Norfolk 10, Va. Vandeventer & Black Citizens Bank Building
- BLACKWELL, T. J.-Miami 32, Fla. Blackwell, Walker & Gray First Federal Building
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- BLAKEY, JAMES C.—Birmingham 3, Ala.

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- BLALOCK, JAMES T.—Los Angeles 14, Cal. Assistant General Counsel Pacific Indemnity Company 621 S. Hope Street
- BLANCHET, GEORGE ARTHUR—New York City 7 Bingham, Englar, Jones & Houston 99 John Street
- BLOCK, WILTON A.—Rochester 4, N. Y. Block & Smith 412 Union Trust Building
- BLOOM, HERRERT L.—Chicago 40, Ill.

  Lumbermens Mutual Casualty Co.

  Mutual Insurance Bldg., 4750 Sheridan Rd.
- \*BLOUNT, G. DEXTER-Denver 2, Colo. Continental Oil Bldg.
- Blue, George R.-New Orleans 12, La. Beard & Blue 1912 American Bank Building
- BODDINGTON, EDWARD M.-Kansas City 10, Kan. Robertson, Boddington & Emerson Suite 1109-1116 Huron Building
- Body, RALPH C.—Reading, Pa. Body, Muth & Rhoda 541 Court Street
- BOEHL, HERBERT F.-Louisville, Ky. Davis, Boehl, Viser & Marcus Kentucky Home Life Building
- BOLTE, G. ARTHUR-Atlantic City, N. J. Bolte & Repetto 1516 Atlantic Avenue
- Bond, George H., Sr.-Syracuse 2, N. Y. Bond, Schoeneck & King 1400 State Tower Building
- BOND, GEORGE H. JR.—Syracuse 2, N. Y. Bond, Schoeneck & King 1400 State Tower Building
- BOND, RAY-Joplin, Missouri Joplin National Bank Building

- Borgelt, E. H.-Milwaukee 2, Wis. Quarles, Spence & Quarles 828 North Broadway
- Boss, HENRY M.-Providence 3, R. I. 702 Turks Head Building
- BOULDIN, WALTER—Birmingham 3, Ala. Martin, Turner & McWhorter 600 N. 18th Street
- Bowles, Aubrey R., Jr.—Richmond 19, Va. Bowles, Anderson & Boyd 901 Mutual Building
- BOWMAN, BYRNE A.—Oklahoma City, Okla. 418 Commerce Exchange Building
- BOXELL, EARL E.—Toledo 4, Ohio Zachman, Boxell, Schroeder & Torbet 901-906 Toledo Trust Building
- Braden, Emmett W.-Memphis 3, Tenn. Armstrong, McCadden, Allen, Braden & Goodman Commerce Title Building
- Bradford & Derber 123 S. Appleton Street
- Brais, F. Philippe, K.C.—Montreal, Que., Canada Brais, Campbell & De Grandpre 360 St. James Street, West
- Brandon, J. Campbell—Butler, Pa.
  Brandon & Brandon
  704 Butler Savings & Trust Building
- Braun, Joseph H.—Chicago 1, Ill. General Counsel, Inter-Insurance Exchange of the Chicago Motor Club Braun, Brodie & Johnson 66 East South Water Street
- Breeden, Edward L. Jr.—Norfolk 10, Va. Breeden & Hoffman 1107-13 National Bank of Commerce Bldg.
- BREEN, JOHN M.—Chicago 40, III. Lumbermens Mutual Casualty Co. Mutual Insurance Building 4750 Sheridan Road
- Breese & Cornwell
  First National Bank Building
- Brenner, Hugh L.—Minneapolis 2, Minn. Brenner & Bouchard 1248 Northwestern Bank Building
- Brethorst, Stephen W.-Seattle 4, Wash. Brethorst, Holman, Fowler & Dewar 17th Floor, Hoge Building
- Brewer, Edward C.—Clarksdale, Miss. Brewer & Sisson Box 306
- Brewster, George M.—Topeka, Kansas Wheeler, Brewster, Hunt & Goodell 401 Columbian Building

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Bronson, E. D.—San Francisco 4, Cal. Bronson, Bronson & McKinnon Mills Tower, 220 Bush Street

BROOKER, JAMES K.—Bay City, Mich. Smith & Brooker 212-214 Phoenix Building

Brooks, John B.—Erie, Pa.
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Suite 610, Marine Bank Building

Brooks, L. W.—Baton Rouge 2, La. Taylor Porter, Brooks & Fuller Louisiana National Bank Building P. O. Box 2070

BROOKS, WRIGHT W.—Minneapolis 2, Minn. Faegre & Benson 1260 Northwestern Bank Building

Brown, C. L.—Miami 32, Fla. Brown & Dean 1101-1104 Pan-American Bank Building

Brown, CLYDE R.—Monroe, La. Shotwell & Brown Ouachita National Bank Building

Brown, Edmund S.—Buffalo 2, N. Y. Adams, Smith, Brown & Starrett 705 Walbridge Building

Brown, Franklin R.-Buffalo 2, N. Y. Rann, Brown, Sturtevant & Kelly 440 M. & T. Building

Brown, Garrield W.—Chicago 11, Ill. Brown, Carlson & Kiefer 919 N. Michigan Avenue

Brown, Howard D.-Detroit 26, Mich.
Detroit Auto Inter-Insurance Exchange
400 United Artists Building

Brown, JAY H.—Austin 21, Texas Hart & Brown Brown Building

Brown, Junius C.-Reidsville, N. C. and Madison, N. C. Box 995

Brown, Mart—Oklahoma City 2, Okla. Monnett, Hayes & Brown First National Building

Brown, Oscar J.—Syracuse 2, N. Y. Brown, Mangin & O'Connor 1603-1604 State Tower Building

Brown, Robert A., Jr.—St. Joseph 2, Mo. Brown, Douglas & Brown Tootle-Lacy Bank Building

Brown, Volney M.—El Paso, Texas Brown & Brooke El Paso National Bank Building

Brown, William Russell—Houston 2, Texas Baker, Botts, Andrews & Wharton 1600 Niels Esperson Building Browne, Percy N.—Shreveport 94, La. Browne, Browne & Bodenheimer Box 1533

Brundidge, Oscar D.—Dallas 1, Texas Chrestman, Brundidge, Fountain, Elliott & Bateman Republic Bank Building

BRYAN, WILLIAM LYLE-Atlanta 3, Ga. William-Oliver Building

BRYANS, WILLIAM A., III—Denver, Colo. Lee, Shaw & McCreery First National Bank Building

BUCHANAN, G. CAMERON-Detroit 26, Mich.
Alexander, Cholette, Buchanan, Perkins &
Conklin
2217 National Bank Building

BUCK, HENRY W.—Kansas City 6, Mo. Morrison, Nugent, Berger, Hecker & Buck 17th Floor, Bryant Building

Buckingham, Liste M.—Akron 8, Ohio Buckingham, Doolittle & Burroughs Second National Building

Buist, George L.-Charleston 3, S. C. Buist & Buist 30 Broad Street

Bulla, Merton M.—Oklahoma City 2, Okla. Bulla, May & Bynum 460 First National Building

BUNDY, EGBERT B.—Eau Clair, Wis. 1 South Barstow Street

Bunge, George C.—Chicago 3, Ill. Vogel & Bunge Suite 901, Borland Building 105 S. LaSalle Street

Bunge, J. C.-LaCrosse, Wis. Lees & Bunge 402 Batavian Bank Building

BUNTIN, T. E.-Dothan, Ala. Baker Building

BUNTIN, W. E.—Philadelphia 3, Pa.
Manufacturers Casualty Insurance Co.
1617 Pennsylvania Boulevard

BUNTING, CHARLES T.-Burlington, N. J. River Road

Burke, Gibbons—New Orleans 12, La. Rosen, Kammer, Wolff, Hopkins & Burke Hibernia Bank Building

BURKE, LOUIS E.—Ann Arbor, Mich. Burke, Burke & Smith Ann Arbor Trust Building

Burke, Patrick F.-Phialdelphia 1, Pa. V-Pres. Indemnity Ins. Co. of North America 1600 Arch Street

BURNETT, C. A.-Pittsburg, Kansas Keller, Burnett, Owsley & Wilbert National Bank Building

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- Burns, Edward J., Jr.—Utica 2, N. Y. Kernan & Kernan Devereux Block
- Burns, George-Rochester 4, N. Y. Burns & Burns 502 Wilder Building
- Burns, Lawrence, Jr.,—Coshocton, Ohio Pomerene & Burns Coshocton National Bank Building
- Burns, Stanley M.—Dover, N. H. Hughes & Burns Strafford Bank Building
- Burrell & Burrell 28½ West Main Street
- BURRIS, WILLIAM T.—Pueblo, Colo. McHendrie, Burris & Pointer Thatcher Building
- Burrow, Lawrence B.—Little Rock, Ark. Moore, Burrow, Chowning & Hall Boyle Building
- BURTT, ROGER C.—Cleveland, Ohio General Counsel American Casualty Co. of Reading, Pa. 1524 Hanna Building
- Bussey, James S.—Augusta, Ga. Bussey & Hardin 615-618 Southern Finance Building
- BUTLER, A. PRENTISS-New York 7, N. Y. 60 East 42nd Street
- BUTLER, CHARLES P.—New York 7, N. Y.
  Assistant General Counsel
  Insurance Company of North America
  99 John Street
- Bulkley, James A.—Cleveland 15, Ohio Bulkley, Butler & Pillen 520 Bulkley Building
- BUTLER, JOHN F.-Oklahoma City 2, Okla. Butler & Rinehart 2616 1st National Building
- BUTLER, WILLIAM—New York 8, N. Y. United States Casualty Co. 60 John Street P. O. Box 694
- BYNUM, FRED W.-Rockingham, N. C.

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- CABANISS, JELKS H.—Birmingham 3, Ala. General Counsel, Protective Life Ins. Co. Cabaniss & Johnston 9th Floor, First National Building
- CABLE, C. M.-Lima, Ohio Cable & Cable Cook Tower
- CAIN, PINCKNEY L.—Columbia F, S. C. Thomas, Cain & Black 1001-1006 Palmetto Building

- CALDWELL, LESTER M.—San Francisco 20, Calif. Asst. V.P. Fireman's Fund Ind. Co. 401 California Street
- CAMPBELL, JOHN O.—Marion, Ind. Campbell, Gemmill, Browne & Ewer 520-525 Glass Block
- CAMPBELL, WILLIAM B.-Wilmington, N. C. Poisson, Campbell & Marshall Tidewater Building
- CAMPBELL, WM. T.—Philadelphia 7, Pa. Swartz, Campbell & Henry Lincoln-Liberty Building
- CANNON, EDWIN B.—Salt Lake City, Utah Stewart, Stewart & Cannon 1218 Continental Bank Building
- CANTY, FRANK J.—New York, N. Y. Associate Counsel U. S. Casualty Company 60 John Street
- CANTEY, S. B., JR.—Fort Worth 2, Texas Cantey, Hanger, McMahon, McKnight & Johnson Sinclair Building
- CAPLES, WILLIAM G.—Chicago 4, Ill. Gen. Atty., Continental Cas. Co. V.P., National Cas. Co. 310 S. Michigan Avenue
- CAREY, L. J.—Detroit 26, Mich. Michigan Mutual Liability Co. 163 Madison Avenue
- CAREY, ROBERT-Jersey City 6, N. J. Carey & Lane 26 Journal Square
- CAREY, WILLIAM D. P.—Hutchinson, Kansas Martindell, Carey, Brown & Brabets 601-606 Wolcott Building
- CARIS, A. L.—Ravenna, Ohio Loomis & Caris 110 East Main Street, Lock Box 787
- CARLISLE, ROBERT M.—Spartanburg, S. C. Carlisle, Brown & Carlisle Merchants & Farmers Bank Building
- CARLSON, ALPHON N.—Brockton 7, Mass. 231 Main Street
- CARMAN, ROBERT R.-Baltimore 2, Md. Carman, Anderson & Barnes Maryland Trust Building
- CARPENTER, JAMES D., JR.—Jersey City 2, N. J. Carpenter, Gilmour & Dwyer 75 Montgomery Street
- CARR, J. O.-Wilmington, N. C. Carr, James & Carr 609 Murchison Building
- CARRINGTON, EDWARD C.—Beaumont, Texas Marcus, Carrington & Weller 1112 Goodhue Building
- CARROLL, HAROLD J.-Minneapolis 1, Minn. Mordaunt & Carroll 628 Midland Bank Building

- CARROLL, WALTER R.-Camden, N. J. Carroll & Taylor S.W. Cor. 4th & Market Streets
- CARSTARPHEN, HARRY-Hannibal, Mo. Hannibal Trust Company Building
- CARY, GEORGE H.—Detroit 26, Mich. Cary & BeGole 1822-23 Ford Building
- CATHCART, E. KEMP-Baltimore 3, Md. Maryland Casualty Company 701 West 40th Street
- CATINNA, WALTER L.—Hartford, Ky. Woodward, Dawson, Bartlett & Catinna
- CATLIN, FRANK D.—Los Angeles 13, Cal. Catlin & Catlin 483 South Spring Street
- CATLIN, HENRY W.—Los Angeles 13, Cal. Catlin & Catlin 433 South Spring Street
- CAVERLY, RAYMOND N.-New York 8, N. Y.
  Caverly, Dimond, Dwyer & Lawler
  V-Pres. Fidelity & Cas Co. of New York
  80 maiden Lane
- Cecil, Lamar-Beaumont, Texas Cecil & Keith Perlstein Building
- CHALMERS, WILLIAM W.—Chicago 3, Ill.
  Counsel, Zurich General Accident & Liability
  Insurance Company
  135 South LaSalle Street, Room 400
- CHANEY, PAUL P.-Falls City, Nebraska First National Bank Building
- CHAPMAN, LAWRENCE-Pittsburgh 22, Pa. 1002 Commonwealth Building
- CHEEK, ALEX—Oklahoma City, Okla. Cheek, Chambers, Cheek & Cheek 707 Commerce Exchange Building
- Cheek, James C.—Oklahoma City, Okla. Cheek, Chambers, Cheek & Cheek 707 Commerce Exchange Building
- CHERRINGTON, HENRY W.-Gallipolis, Ohio K. of P. Building
- CHILCOTE, SANFORD MARSHALL—Pittsburgh 19, Pa. Dickie, Robinson & McCamey 2415 Grant Building
- CHOLETTE, PAUL E.—Grand Rapids 2, Mich.
  Alexander, Cholette, Buchanan, Perkins &
  Conklin
  10th Floor, Peoples National Bank Building
- CHRISTOVICH, ALVIN R.-New Orleans 12, La. Christovich & Kearney 1915 American Bank Building
- CLARK, JAMES E.—Birmingham 3, Ala. London & Yancey 10th Floor, Massey Building

- CLARK, RAY W.-Muncie, Ind. Warner, Clark & Warner 403 Western Reserve Building
- CLARK, W. J.—Manitowac, Wis.

  Nash & Nash

  Manitowac Savings Bank Building
- CLARKE, RUSH C.—North Platte, Nebraska Beatty, Clarke & Murphy 212 North Dewey
- CLARKE, WILLIAM F.—Baltimore 3, Md.

  Assistant Mgr. and Attorney, Claim Dept.
  Fidelity & Deposit Co. of Maryland
  Fidelity Building
- CLAUSEN, DONALD N.—Chicago 3, Ill. Clausen, Hirsh & Miller 135 S. LaSalle Street
- CLAYTON, E. A.—Gainesville, Fla. Clayton & Arnow Miller Building
- CLEARY, G. J.-Omaha, Neb. Atty, Mutual Benefit Health & Accident Asso. Cleary, Horan, Skutt & Davis P. O. Box 1298
- CLENNON, EUGENE M.-Boston 9, Mass. Massachusetts Bonding & Ins. Co. 10 Post Office Square
- CLIFFORD, CLARK M.—Washington, D. C. %The White House 1600 Pennsylvania Avenue
- Cline, Earl-Lincoln 8, Neb. Cline, Williams & Wright First National Bank Building
- COBOURN, FRANK M.—Toledo 4, Ohio Welles, Kelsey, Fuller, Cobourn & Harrington Ohio Building
- COCHRAN, A. D.—Okmulgee, Okla.
  Cochran & Noble
  McCulloch Building
- CODY, WELBORN B.—Atlanta 3, Ga. Smith, Kilpatrick, Cody, Rogers & McCatchey 1045 Hurt Building
- COE, LAURENCE S.—Rice Lake, Wis.— Coe & Cameron Jacobson Block
- COEN, THOMAS M.—Chicago 3, Ill.
  President, Security Mutual Casualty Co.
  105 South LaSalle Street
- COIT, DARWIN D.—Denver 2, Colo. 422 Midland Savings Building
- COLE, CHARLES J.—Toledo 4, Ohio Kirkbride, Cole, Frease & Mittendorf Suite 937 Spitzer Building
- COLE, MAURICE Y.—Atlantic City, N. J. Cole & Cole Guarantee Trust Building
- COLE, ROBERT L., SR.—Houston 2, Texas Cole, Patterson, Cole & McDaniel Citizens State Bank Building

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- COLE, ROBERT L., JR.—Houston 2, Texas Cole, Patterson, Cole & McDaniel Citizens State Bank Building
- COLEMAN, FLETCHER B.—Bloomington, Ill. State Farm Mutual Insurance Company State Farm Mutual Building
- COLFLESH, R. W.—Des Moines, Iowa Parrish, Guthrie, Colflesh & O'Brien 902 Register and Tribune Building
- COLMERY, HARRY W.—Topeka, Kansas Gen. Counsel, Pioneer Natl. Life Ins. Co. National Bank of Topeka Building
- COMBS, HUGH D.—Baltimore 3, Md.
  United States Fidelity & Guaranty Co.
- CONNERS, JOHN J., JR.—Albany 7, N. Y. Ainsworth & Sullivan State Bank Building
- CONWAY, JAMES D.—Hastings, Neb. Blackledge & Conway Tribune Building
- CONWELL, JOSEPH S.—Philadelphia 10, Pa. Pepper, Bodine, Stokes & Schoch 2225-42 Land Title Building
- COOK, Jo D.—Seattle 1, Wash. Shank, Belt, Rode & Cook 1401 Joseph Vance Building
- COOK, ROBERT A. B.—Boston 10, Mass. Phipps, Durgin & Cook 75 Federal Street
- Cooley, ARTHUR E.—San Francisco 4, Cal. Cooley, Crowley, Gaither & Dana 206 Sansome Street
- COOPER, GEORGE J.—Detroit 26, Mich.
  Assistant General Counsel, Michigan
  Mutual Liability Company
  163 Madison Avenue
- COOPER, HARRY P., JR.—Indianapolis 7, Ind. G. C., Farmers Mutual Liability Co. 2105 N. Meridian Street
- COOPER, THOMAS D.—Burlington, N. C. Cooper, Sanders & Holt Security National Bank Building
- COPE, KENNETH B.—Canton 2, Ohio Day, Cope, Ketterer, Raley & Wright 1110 First National Bank Building
- CORETTE, ROBERT D.—Butte, Mont. Corette & Corette 619-621 Hennessy Building
- COULT, JOSEPH-Newark 2, N. J. Coult, Satz, Morse & Coult 744 Broad Street
- COULTER, CLARK C.-Detroit 26, Mich. Penobscot Building
- COVINGTON, J. A., JR.—Meridian, Miss. Snow & Covington Threefoot Building P. O. Box 786

- Cox, Berkeley-Hartford, Conn. Aetna Life Insurance Company 151 Farmington Avenue
- Cox, Gordon V.—Bismarck, N. D. Cox, Cox & Pearce Little Building, Lock Box 29
- Cox, L. C.—New York City Great American Indemnity Co. 1 Liberty Street, P. O. Box 255
- Cox, Taylor H.-Knoxville 02, Tenn. Poore, Kramer, Cox & Overton 301 Fidelity Bankers Trust Building
- Cox, Virgil Q.—Shelby, Ohio Assistant General Counsel Shelby Mutual Casualty Company
- Cox, WILLIAM H. D.—Newark 2, N. J. Cox & Walburg Raymond Commerce Building 11 Commerce Street
- CRANE, LLOYD T.—Saginaw, Mich. Crane & Crane 308-9 Second National Bank Bldg.
- Crane, WILLIAM E.—Saginaw, Mich. Crane & Crane 308-9 Second National Bank Bldg.
- CRAUGH, JOSEPH P.-Utica, N. Y. First National Bank Building
- CRAWFORD, MILO H.—Detroit 26, Mich. Lightner, Crawford, Sweeny, Dodd & Mayer Dime Building
- CRENSHAW, FILES-Montgomery 4, Ala. First National Bank Building
- CRENSHAW, JACK-Montgomery 4, Ala. First National Bank Building
- CRIDER, JOE, JR.-Los Angeles 14, Cal. Crider, Runkle & Tilson 650 South Spring Street
- CRITES, E. D.—Chadron, Neb. E. D. & F. A. Crites Lock Box 1276
- Crosby, George R.-New York 5, N. Y.
  General Counsel, American Surety Co. and
  New York Casualty Company
  100 Broadway
- CROSSMAN, RAYMOND M.—Omaha 2, Neb. Brown, Crossman, West, Barton & Quinlan 1010 First National Bank Building
- Caowe, V. P.—Oklahoma City 2, Okla. Embry, Johnson, Crowe, Tolbert & Shelton 640 First National Bank Building
- CROWLEY, S. A.-Fort Worth 2, Texas Crowley, Gambill & Smith 1109 Commercial Standard Building
- Crownover, Arthur, Jr.—Nashville 3, Tenn. Watkins & Crownover 723-25-27 Stahlman Building

- Cull, Frank X.—Cleveland 15, Ohio Hauxhurst, Inglis, Sharp & Cull 630 Bulkley Building
- Cummins, RAY E.—St. Paul 1, Minn. Cummins, Cummins & Christianson 330 Minnesota Building
- CUNNINGHAM, FRED D.—New York 7, N. Y. Fireman's Fund Indemnity Company 116 John Street
- Curl., Joseph R.—Wheeling, W. Va. Erskine, Palmer & Curl 710 Riley Law Building
- CURRAN, RAY W.—Kansas City 6, Mo. Suite 218, Reliance Building 216 East 10th Street
- CURRAN, ROBERT EMMETT-New York, N. Y. 116 John Street
- CURTIS, CHARLES E.—Leroy, Ohio General Counsel Ohio Farmers Insurance Company
- Curtis, Henry B.—New Orleans 12, La. Curtis, Hall & Foster 406 Marine Building
- Curtis, L. R.—Louisville 2, Ky.
  Curtis & Curtis
  802 Marion E. Taylor Building
- CURTNER, CLIFFORD R.-Dayton 2, Ohio Suite 1012-1018 Third National Building
- CUSHMAN, EDWARD H.—Philadelphia 9, Pa. Fidelity Philadelphia Trust Building 123 South Broad Street
- Cusick, Martin E.—Sharon, Pa. Service, McNeal, Cusick & Isenberg 107 Fast State Street

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- Daggett & Daggett
  Daggett Building
- Dailey & Rogers 208-216 Sunshine Building
- DALM, JACOB A.-Kalamazoo 8, Mich. Jackson, Fitzgerald & Dalm 219 W. Lovell Street
- Dalzett, R. D.—Pittsburgh 19, Pa. Dalzell, McFall, Pringle & Bredin 450 Fourth Avenue
- DAMMANN, J. FRANCIS—Chicago 3, Ill. Wilson & McIlvaine 120 West Adams Street
- Daniel, C. Erskine—Spartanburg, S. C. Daniel & Russell Cleveland Law Building
- DANIEL, TOBD-Philadelphia 7, Pa.
  V-Pres., Keystone Auto. Club Cas. Co.
  Broad and Vine Streets

- DAVENPORT, LEROY BENJAMIN—Cleveland 13, Ohio McKeehan, Merrick, Arter & Stewart 28th Floor, Terminal Tower
- DAVIDSON, CARL F.—Detroit 26, Mich. Mason, Davidson, Parker & Kaess 2034 National Bank Building
- DAVIDSON, WILLIAM C., K.C.-Toronto 2, Ont., Can 1003 Lumsden Building
- Davis, Fred L.—Parkersburg, W. Va. Ambler, McCluer & Davis P. O. Box 311, 306 Juliana Street
- DAVIS, LINDSEY M.—Nashville 3, Tenn. Hume, Howard, Davis & Gale American Trust Building
- DAVIS, PARKE—Tulsa, Okla. Insurors Indemnity & Insurance Co. Box 1769
- DAVIS, RONALD L.-Monroe, La.
  Theus, Grisham, Davis & Leigh
  402 Bernhardt Building
- DAVIS, STEPHEN T.-Winchester, Ky. Benton & Davis
- Dawson, Charles I.-Louisville 2, Ky. Woodward, Dawson, Hobson & Fulton 1805-26 Kentucky Home Life Building
- DEJARNETTE, H. REID-Miami 32, Fla. McKay, Dixon & DeJarnette First National Building
- Delacy, G. L.—Omaha 2, Neb. Kennedy, Holland, Delacy & Svoboda 1502-12 City National Bank Building
- DELANEY, WILLIAM F. JR.—New York 7, N. Y.
  New York Reinsurance Manager for Fairfield
  & Ellis
  79 John Street
- DEMPSEY, JAMES-Peckskill, N. Y. 105 South Division Street
- DEMPSEY, PETER E.—Columbus 15, Ohio Knepper, White & Dempsey 5 East Long Street
- DEMPSEY, RAY C.—Oshkosh, Wis. Bouck, Hilton & Dempsey First National Bank Building
- DENMEAD, GARNER W.—Baltimore 3, Md. Vice President and General Counsel, New Amsterdam Casualty Co.
- DENSON, N. D.-Opelika, Ala. Denson & Denson
- DENT, LOUIS LEE-Chicago 4, Ill. Dent, Weichelt & Hampton 1111 The Rookery, 209 S. LaSalle St.
- DENT, ROBERT L.-Vicksburg, Miss.
  Dent, Robinson & Ward
  411-414 Merchants National Bank Bldg.
- DETWEILER, GEORGE H.—Philadelphia 2, Pa. 2518-27 Lewis Tower 15th & Locust Streets

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- DEUTSCH, FREDERICK M.-Norfolk, Neb. Macy Building
- DEVINE, MAURICE F.-Manchester, N. H. 201-211 Bell Bldg., 922 Elm Street
- DEVOE, ROBERT W.-Lincoln, Neb. Peterson & Devoe Bankers Life Building
- DEW, W. BRAXTON-Hartford, Conn. Aetna Casualty & Surety Co.
- DICKENS, DONALD J.—New York 5, N. Y. Duncan & Mount 27 William Street
- Dickie, J. Roy-Pittsburgh 19. Pa. Dickie, Robinson & McCamey 2415 Grant Building
- DIEHM, ELLIS RAYMOND—Cleveland 14, Ohio Klein & Diehm 1156-1157 Union Commerce Bldg.
- DILWORTH, WILFRID C.-Detroit 26, Mich. Dime Building
- DIMOND, HERBERT F.—New York 7, N. Y.
  Caverly, Dimond, Dwyer & Lawler
  Supervising Atty., Fidelity & Cas. Co. of N Y
  27 Cedar Street
- DINKELSPIEL, MARTIN J.—San Francisco 4, Calif. Dinkelspiel & Dinkelspiel 14th Floor, Pacific National Bank Bldg. 333 Montgomery Street
- DIVELBESS, HAROLD L.—Phoenix, Ariz.

  Gust, Rosenfeld, Divelbess, Robinette & Linton
  Professional Building
- Dix, FLOYD E.—Terre Haute, Ind. Dix & Dix 402 Star Building
- DIXON, JAMES A.-Miami 32, Fla. McKay, Dixon & DeJarnette First National Building
- DOAR, W. T.-New Richmond, Wis. Doar & Knowles
- DOBBINS, R. F.—Champaign, Ill. Dobbins, Dobbins & Fraker 502-10 First National Bank Bldg.
- DODD, LESTER P.—Detroit 26, Mich. Lightner, Crawford, Sweeny, Dodd & Mayer Dime Building
- Dodson, Torrey DeWitt-New York 10, N. Y. Atty., Metropolitan Life Ins. Co. 1 Madison Avenue
- Don Carlos, Harlan S.—Hartford, Conn. Travelers Insurance Company
- DONOVAN, JAMES B.-New York, N. Y. 60 John Street
- Doran, M. EDWARD-South Bend 11, Ind. Doran & Manion 403-409 St. Joseph Bank Building

- DORSETT, J. DEWEY-New York City 7, N. Y. General Manager Association of Cas. & Surety Executives 60 John Street
- Dortch, Wm. B.—Gadsden, Ala. Dortch, Allen & Swann 112 Court Street
- Doten, Roger D.—Chicago 4, Ill. Dent, Weichelt & Hampton 1111 The Rookery, 209 S. LaSalle St.
- DOUCHER, THOMAS A.—Columbus 15, Ohio Wiles & Doucher Huntington National Bank Bldg.
- DOUGHERTY, GLENN R.-Milwaukee 3, Wis. Dougherty, Arnold & Kivett 11th Floor, Empire Building
- DOUGHERTY, JOHN E.—York, Neb. Kirkpatrick & Dougherty First National Bank Building
- Douglas, Richard L.—St. Joseph 2, Mo. Brown, Douglas & Brown Tootle-Lacy Bank Building
- Downs, Walter W.-Hartford, Conn. Hartford Accident & Indemnity Co.
- DOYLE, LEWIS R.-Lincoln 8, Neb. 1505 Sharp Building
- DRAKE, HERVEY J.-New York 7, N. Y. Counsel, Association of Casualty and Surety Executives 60 John Street
- DREWRY, W. SHEPHERD—Richmond 2, Va. Wallerstein, Goode, Drewry & Adamson Travelers' Building
- DRIEMEYER, HENRY-East St. Louis, Ill. Pope & Driemeyer First National Bank Building 327 Missouri Avenue
- Driscoll, John Gerald, Jr.—San Diego 1, Cal. Gray, Cary, Ames & Driscoll Bank of America Building
- DUCKETT, O. BOWIE, JR.-Baltimore 2, Md. LeViness & Duckett 1410-13 Munsey Building
- DUDLEY, J. B.—Oklahoma City 2, Okla. Dudley, Duvall & Dudley Suite 1501, APCO Tower
- Duke, W. E.—Charlottesville, Va. Duke & Duke Court Square Building
- DULLY, FRANK E.—Hartford, Conn. Travelers Insurance Company 700 Main Street
- DUMOULIN, L. St. M.-Vancouver, B. C., Canada Tiffin, Russell, DuMoulin, Brown & Hogg 850 Hastings Street, West
- Duncan, O. D.—New York, N. Y. Duncan & Mount 27 William Street

- Dunn, Evans-Birmingham 3, Ala. Bowers, Dixon & Dunn 1120 Comer Building
- Dunn, Michael J.-Stevens Point, Wis. Cashin & Dunn 446 Main Street
- \*Dunn, RALPH P.-Washington, D. C. Woodward Building
- DUNN, RICHARD JOSEPH-Chicago 40, Ill. Lumbermens Mut. Cas. Company Mutual Insurance Building 4750 Sheridan Road
- Dunn, Vardaman S.—Jackson 105, Miss. Lotterhos, Travis & Dunn Standard Life Building
- DUPREE, FRANKLIN T., JR.-Raleigh, N. C. 607 Odd Fellows Building
- DUQUE, HENRY-Los Angeles 14, Cal. Walker, Adams & Duque 621 South Spring Street
- Durham, F. H.-Minneapolis 2, Minn. Durham & Swanson 1440 Northwestern Bank Building
- Dutton, W. L.—Cedar Rapids, Iowa Iowa Mutual Liability Ins. Co. 512 Second Avenue, East
- DUVALL, DUKE—Oklahoma City 2, Okla. Dudley, Duvall & Dudley 1501 APCO Tower
- Dyer, David W.-Miami 32, Fla. Smathers, Thompson, Maxwell & Dyer 1301 Du Pont Building
- Dysard, W. H.—Ashland, Ky Dysard & Dysard Second National Bank Building

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- EAGER, HENRY I.—Kansas City 6, Mo. Michaels, Blackmar, Newkirk, Eager & Swanson 906 Commerce Building
- EAGER, PAT H., JR.—Jackson 105, Miss. Watkins & Eager Standard Life Building
- EARNEST, ROBERT L.—West Palm Beach, Fla. Earnest, Lewis & Smith Guaranty Building
- EBELING, PHILIP C.—Dayton 2, Ohio Pickrel, Shaeffer & Ebeling 613-625 Gas & Electric Building
- EBERLE, J. LOUIS—Boise, Idaho Richards & Haga Idaho Building
- EGGENBERGER, WILLIAM J.-Detroit 26, Mich. 1615 Dime Building

- Eggerman, D. G.—Seattle 1, Wash. Eggerman, Rosling & Williams 918 Vance Building
- Ekern, Herman L.—Chicago 2, Ill. Ekern, Meyers & Matthias 1 North LaSalle Street
- Eldredge & Eldredge 
  302 Kaufman Building
- ELLIOTT, CLIFFORD W.-Middletown, Ohio First American Building
- ELLIOTT, ROBERT RAYMOND—Boston 10, Mass. 60 Batterymarch Street
- ELY, WALTER-Los Angeles 13, Calif. 708 Security Building
- ELY, WAYNE-St. Louis 2, Mo. 10th Floor, Commerce Building
- EMBRY, JOHN-Oklahoma City 2, Okla. Embry, Johnson, Crowe, Tolbert & Shelton 640 First National Bank Building
- EMERY, NORMAN A.—Youngstown 3, Ohio Harrington, Huxley & Smith Mahoning Bank Building
- Emison, Ewing-Vincennes, Ind. Emison & Emison Vincennes Savings Building
- EMMERT, DUDLEY O'NEAL-Manitowoc, Wis. Manitowoc Savings Bank Building
- ENGELHARD, L. M.-LaCrosse, Wis. Lees & Bunge 402 Batavian Bank Building
- Estabrook, Hubert A.—Dayton, Ohio Estabrook, Finn & McKee Mutual Home Building
- Evans, Walter G.—New York 7, N. Y. Evans, Rees & Orr 220 Broadway
- Evans, William W.-Patterson 1, N. J. Evans, Hand & Evans 129 Market Street
- Everson, E. L.—Green Bay, Wis. Everson, Ryan & Whitney 101 Columbus Building
- Eyster, Chas. H.—Decatur, Ala. Eyster & Eyster Eyster Building, Box 1024

## F

- FAIS, GERVAIS W.—Columbus 15, Ohio Vorys, Sater, Seymour & Pease 52 East Gay Street
- FARABAUGH, GALLITZEN A.—South Bend 11, Ind. Farabaugh, Pettengill, Chapleau & Roper 301-309 St. Joseph Bank Building

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- FARNHAM, JOHN H.-Syracuse, N. Y. Farnham, Martineau & Gorman 517 City Bank Building
- FAUDE, JOHN PAUL—Hartford, Conn. Aetna Life Affiliated Companies 151 Farmington Avenue
- FEINOUR, JOHN G.—Harrisburg, Pa.
  Pennsylvania Threshermen & Farmers' Mutual
  Casualty Insurance Company
  325-333 South 18th Street
- FELLERS, JAMES D.—Oklahoma City 2, Okla. Suits & Fellers 3111 APCO Tower
- FENERTY, ROBERT LLOYD DOULL—Calgary, Alberta. Canada Fenerty, Fenerty, Bessemer & McGillivray 203 Insurance Exchange Building
- FENNER, CHARLES PAYNE, JR.—New Orleans 12. La. Montgomery, Fenner & Brown 1103-6 Maritime Building
- Fercuson, Chester H.—Tampa 1, Fla.
  McKay, Macfarlane, Jackson & Ferguson
  P. O. Box 1531
  First National Bank Building
- FERGUSON, D. NEIL-Ocala, Fla. Professional Building
- FIEDLER, GEORGE—Chicago 3, Ill. Arrington, Fiedler & Healy 135 South LaSalle Street
- FIELD, ELIAS—Boston 9. Mass.

  Brown, Field, McCarthy & Field
  15 State Street
- FIELD, RICHARD H.-Weston, Mass. 74 Sudbury Road
- FIELDS, ERNEST W.—New York City
  Asst. Gen. Counsel, U. S. Guarantee Co.
  90 John Street
- FILIATRAULT, V. W.—Ravenna, Ohio Filiatrault & Horne 1051/2 East Main Street
- FILLMORE, F. S.—Des Moines 9, Iowa Whitfield, Musgrave, Selvy & Fillmore 616 Insurance Exchange Building
- FINN, WILLIAM A.—Toledo 4, Ohio 929-934 Edison Building
- FINNEGAN, THOMAS J.-New York 7, N. Y. 90 John Street
- FINNEY, J. A.—Xenia, Ohio Miller & Finney Allen Building
- Fisher, CLETUS A.—New Philadelphia, Ohio Fisher, Limbach, Smith & Renner The Ohio Savings & Trust Building
- FISHER, WILLIAM-Pensacola, Fla.
  Fisher, Fisher, Hepner & Fitzpatrick
  Florida National Bank Building

- FISHER, WILLIAM, JR.—Pensacola, Fla. Fisher, Fisher, Hepner & Fitzpatrick Florida National Bank Building
- FITCH, CHESTER P.-Portsmouth, Ohio Miller, Searl & Fitch 402 Masonic Temple
- Fitzhugh, Millsaps-Memphis, Tenn. Fitzhugh, Murrah & Fitzhugh 2105 Sterick Building
- FITZPATRICK, WILLIAM F.—Syracuse, N. Y. Bond, Schoeneck & King 1400 State Tower Building
- FLANDERS, BERT, JR.—New Orleans 12, La. Jones, Flanders, Waechter & Walker 842 Canal Building
- FLEMING, EDWARD E.—Miami 32, Fla. Murrell, Fleming & Flowers 1218 DuPont Building
- FLETCHER, A. J.—Raleigh, N. C. Odd Fellows Building Post Office Box 1406
- FLETCHER, WILLIAM H., JR.—Jamestown, N. Y. G. C., Empire State Mutual Life Ins. Co. Fenton Building
- FLYNN, JAMES F.—Sandusky, Ohio Flynn, Py & Kruse Eagles Building, Box 900
- Foley & Chappell Columbus Bank & Trust Co. Bldg.
- Foley & Francis Raymond Commerce Building
- FOLEY, MICHAEL A.—Philadelphia 2, Pa. 1804 Finance Building
- FOLTS, AUBREY F.—Chattanooga 2, Tenn. Thomas, Folts & Brown 609-12 James Building
- FORD, BYRON EDWARD—Columbus 15, Ohio Vorys, Sater, Seymour & Pease 52 East Gay Street
- FORD, LOGAN-Dallas 1, Texas Burford, Ryburn, Hincks & Ford 711 Interurban Building
- FOSTER, ALEXANDER, JR.—New York 7, N. Y. Assn. of Casualty & Surety Executives 60 John Street
- FOSTER, JOHN C.-New Orleans 12, La. Curtis, Hall & Foster 711 American Bank Building
- FOSTER, JOHN E.—Columbus 16, Ohio Farm Bureau Mutual Auto Ins. Co. 246 N. High Street
- FOWLER, CODY—Tampa 2, Fla. Fowler, White, Gillen, Yancey & Humkey Citizens Building

- FOWLER, REX H.—Des Moines, Iowa Bradshaw, Fowler, Proctor & Fairgrave Suite 510, Crocker Building
- Fox, EDWARD J., JR.—Easton, Pa. Fox & Oldt 308-311 Easton Trust Building
- FRAIZER, C. C.-Lincoln, Neb. 425 Lincoln Liberty Life Building
- Francis, John J.—Newark 2, N. J. Foley & Francis Raymond Commerce Building
- Francis, Marshall H.—Steubenville, Ohio Smith, Francis & Irvine . Sinclair Building
- FRANKLIN, J. A.-Fort Myers, Fla. Henderson, Franklin, Starnes & Holt Collier Building
- Fraser, William C.—Omaha 2, Neb. Fraser, Connolly, Crofoot & Wenstrand 637 Omaha National Bank Building
- FRATER, GEORGE E.—Columbus, Ohio Vorys, Sater, Seymour & Pease 52 E. Gay Street
- FRAZER, JAMES N.—Atlanta 3, Ga.
  Powell, Goldstein, Frazer & Murphy
  Citizens & Southern National Bank Bldg.
- Frazier & Quantius 123 West Fourth Street, Box 942
- Fredericks, Alanson Roswell-New York 5, N. Y. American Surety Company 100 Broadway
- FREEMAN, JOHN H.-Houston 2, Texas Fulbright, Crooker, Freeman & Bates State National Bank Building
- FREEMAN, MAHLON A.—New York City Hamilton & Freeman 100 Broadway
- Freeman, Wm. H.—Minneapolis 2, Minn. Freeman & King 1167 Northwestern Bank Building
- FRENCH, GLENDON E.—Chicago 6, Ill. Liberty Mutual Insurance Company 20 N. Wacker Drive, Room 740
- Frobase, Roy H.-St. Louis, Mo.
  American Automobile Insurance Company
  1400 Pierce Building
- Frost, Norman-Washington 5, D. C. Frost, Myers & Towers Hibbs Building
- FRY, W. WALLACE—Mexico, Mo. Fry, Edwards & Wright 123 East Jackson Street
- FULCHER, EDWIN DENT-Augusta, Ga. Fulcher & Fulcher 402-4 Marion Building

- FULLER, FRED E.—Toledo 4, Ohio Welles, Kelsey, Fuller, Cobourn & Harrington Ohio Building
- FULLER, HUBERT V.-LaCrosse, Wis. 110 North Fourth Street
- FURRH, JOHN D., JR.—Reno, Nev. Ayres, Pike & McLaughlin 309 First National Bank Building

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- GALBRAITH, JAMES W.-Mansfield, Ohio 1003-1005 Farmers Bank Building
- GALLAGHER, BERNARD J.-Washington 5, D. C. Hendry, Gallagher & Thompson 525 Union Trust Building
- GALLAGHER, DONALD—Albany 7, N. Y. Brown & Gallagher 901 Home Savings Bank Building 11 North Pearl Street
- GALLAGHER, EDWARD PAUL—Indianapolis 6, Ind. General Counsel, American States Ins. Co. 542 North Meridian Street
- GALLAGHER, LASHER BARRINGTON—Los Angeles 13.
  California
  458 South Spring Street
- GAMBRELL, E. SMYTHE—Atlanta 3, Ga. Gambrell & White Suite 825 The Citizens & Southern Nat. Bank Bldg.
- GANTNER, GEORGE-St. Louis 2, Mo. Asst. Geri. Counsel, Utilities Insurance Co. 4th Floor, Pierce Building
- GARDERE, GEORGE P.-Dallas 1, Texas Robertson, Leachman, Payne, Gardere & Lancaster 505 Republic Bank Building
- GARRITY, STANLEY-Kansas City, Mo. Caldwell, Downing, Noble & Garrity 2000 Fidelity Building
- GARVEY, GEORGE A.-New York 7, N. Y. 99 John Street
- GARVEY, JOSEPH M.-St. Joseph 2, Mo. 5th and Francis Streets
- GATES, BENTON EARL—Columbia City, Ind. Gates & Gates Farmers Loan & Trust Company Building
- GATES, CASSIUS E.—Seattle 4, Wash. Bogle, Bogle & Gates 6th Floor, Central Building
- GATES, LOUIS R.-Kansas City 12, Kansas 406-410 Commerce National Bank Building
- GAY, COLEMAN-Austin 16, Texas 1208 Capital National Bank Building
- GAY, THOMAS BENJAMIN-Richmond 12, Va. Hunton, Williams, Anderson, Gay & Moore Electric Building

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- GEER, ARTHUR B.—Minneapolis 2, Minn.
  Meagher & Geer
  1106 First National Soo-Line Building
- GENRICH, FRED W.-Wausau, Wis. Genrich & Genrich P. O. Box 295
- GEORGE, HERMON N.-Youngstown 3, Ohio Mahoning Bank Building
- Gibson, J. I.—Oklahoma City, Okla. Savage, Gibson & Benefield 2701 APCO Tower
- GILBERT, CARL H.-Sante Fe, N. M. Bishop Building
- GILLESPIE, LOUIS F.—Springfield, Ill. Gillespie, Burke & Gillespie Reisch Building
- GILLESPIE, ROBERT G.—Meridian, Miss. Gillespie & Minniece 217 Rosenbaum Bldg.
- \*GINSBURG, GEORGE J.-Alexandria, La. Commercial Bank Building
- GIST, HOWARD B.—Alexandria 5, La. Gist, Thornton & Murchison Guaranty Bank Building Box 1006
- GLEASON, GAY-Boston 7, Mass. G. C. Employers Liab. Assur. Corp. 110 Milk Street
- GODDIN, JOHN C.—Richmond 19, Va. Shewmake, Gary, Hardy & Goddin 1203 State Planters Bank Building
- GOLDSMITH, KARL-Pierre, S. D. Martens & Goldsmith Pierre National Bank Building
- GONGWER, G. P.-Ashland, Ohio First National Bank Building
- GONGWER, J. H.-Mansfield, Ohio 407-408 Farmers Bank Building
- GOOCH, J. A. (TINY)—Fort Worth 2, Texas Cantey, Hanger, McMahon, McKnight & Johnson Sinclair Building
- GOODALE, CHARLES F.—Boston 16, Mass. Asst. Vice-President and Assistant to General Counsel American Mutual Liab. Insurance Co. 142 Berkeley Street
- GOODELL, LESTER M.—Topeka, Kansas Wheeler, Brewster, Hunt & Goodell 401 Columbian Building
- GOODWIN, RUSSELL B.—Wheeling, W. Va. Goodwin, Nesbitt & Spillers 800 Riley Law Building
- GORDON, GEORGE L.—Kansas City 6, Mo. Beach, Gordon & Beach Suite 1705 Fidelity Building

- GORDON, GURDON W.-Springfield 1, Mass. Vice Pres. & Legal Adviser, Monarch Life Insurance Co. 365 State Street
- GORTON, VICTOR C.—Chicago 6, Ill.
  General Counsel, Allstate Insurance Co.
  20 North Wacker Drive
- GOSHORN, H. ROOK-Philadelphia 2, Pa. 501 Commercial Trust Building
- Gover, Charles H.—Charlotte 2, N. C. Gover & Gover 500 Law Building
- GRAHAME, ORVILLE F.—Worcester, Mass. Mass. Protective Companies 18 Chestnut Street
- Grant, Charles H., K.C.-Edmonton, Alberta, Can Grant & Stewart 513 McLeod Building
- GRAVES, R. B.—Wisconsin Rapids, Wis. Brazeau & Graves Mead-Witter Building, Box 67
- GRAY, HARRY T.-Jacksonville 1, Fla. Marks, Marks, Holt, Gray & Yates 1321 Graham Building
- Green, Alfred A.—Daytona Beach, Fla. Green & West 224 South Beach Street P. O. Rox 430
- Green, Charles W.—Rochester 4, N. Y. Strang, Bodine, Wright & Combs 800 Powers Building
- GREEN, ROBERT T.-Shelby, Ohio Long, Anderson & Green Insurance Building
- Greene, Harry L.—Atlanta, Ga. Neely, Marshall & Greene Hurt Building
- GRELLE, ROBERT C.—Madison 3, Wis. Grelle & Schlotthauer 105 Monona Avenue
- Gresham, Newton-Houston 2, Texas Fulbright, Crooker, Freeman & Bates State National Bank Building
- GRISSOM, PINKNEY—Dallas 1, Texas Thompson, Knight, Harris, Wright & Weisberg Republic Bank Building
- GROCE, JOSH H.—San Antonio 5, Texas Eskridge & Groce 911 Frost National Bank Building
- GROOMS, HOBART-Birmingham 3, Ala. Spain, Gillon, Grooms & Young 408 First National Building
- GROSS, DANIEL J.-Omaha 2, Neb. Farm Credit Building
- Grubb, Kenneth P.-Milwaukee 2, Wis. Quarles, Spence & Quarles 828 North Broadway

- GRUBB, PAUL N.-Janesville, Wis. Dougherty, Grubb & Ryan 401 Jackman Building
- GUESMER, ARNOLD L.—Minneapolis 2, Minn. Guesmer, Carson & MacGregor Roanoke Building
- GUHER, JAMES M.—Clarksburg (also Charleston) 26, W. Va. Steptoe & Johnson Union National Bank Building
- GUINTHER, ROBERT—Akron 8, Ohio Slabaugh, Guinther, Ieter & Pflueger 329 Second National Building
- GUNBY, GEORGE-Monroe, La. Sholars & Gunby Bernhardt Building
- GURNEY, J. THOMAS-Orlando, Fla. Suite 305 First National Bank Building
- GUTHRIE, THOMAS J.—Des Moines, Iowa Parrish, Guthrie, Colflesh & O'Brien 902 Register and Tribune Building
- GUY, ROBERT D.-K.C., Winnipeg, Man., Can. Guy, Chappell, DuVall & McCrea Electric Railway Chambers

## H

- Haberman, Phillip W. Jr.—New York City 4 Proskauer, Rose, Goetz & Mendelsohn 11 Broadway
- HAIRE, J. RUSSELL—Newport, R. I. Sheffield & Harvey 223 Thames Street P. O. Box 133
- HALL, ALBERT B.—Dallas, Texas American Bonding Company of Baltimore Texas Bank Building
- HALL, ROBERT E.—Hartford 15, Conn. The Aetna Casualty & Surety Co. 151 Farmington Avenue
- HALL, ROY F.—Rockford, Ill.
  Hall & Hall
  Rockford Trust Building
- HAMBRIGHT, GEORGE T.-Lancaster, Pa. 56 North Duke Street
- HAMILTON, JOHN S., JR.—Chicago 11, 11l. Brown, Carlson & Kiefer 919 North Michigan Avenue
- HAMMETT, H. L.-New Orleans 12, La. Whitney Bank Building
- HAMMOND, J. TEDFORD—Benton Harbor, Mich. 204-5 Robinson Building
- HAMPTON, JOHN P.—Chicago 4, Ill. Dent, Weichelt & Hampton 1111 The Rookery 209 South LaSalle Street

- HAMRICK, FRED D.—Rutherfordton, N. C. Hamrick & Hamrick Drawer 470
- HANDY, JOHN F.—Springfield, Mass. Asst. Gen. Counsel, Massachusetts Mutual Life Insurance Co. 1295 State Street
- HANNAH, RICHARDS WESLEY-New York 7, N. Y. Attorney of Record for Gen. Acc. Fire & Life Assurance Company 99 John Street
- HARBISON, HUGH-Hartford 15, Conn. Travelers Insurance Company 700 Main Street
- HARDIE, THORNTON-El Paso, Texas Jones, Hardie, Grambling & Howell Bassett Tower, Box 153
- HARDIN, CALVIN EVANS, JR.—Baton Rouge 6, La. Durett & Hardin Louisiana National Bank Building
- HARGRAVE, HERBERT W. J.—New York, N. Y. Hargrave, Elbert & Mole
   William Street
- HARPENDING, A. H.-Elmira, New York Mandeville, Buck, Teeter & Harpending 521-529 Robinson Building
- HARPER, H. C.-Sioux City 15, Iowa Harper, Sinclair, Gleysteen & Nelson 612-620 Trimble Building
- HARRINGTON, MARK H.—Denver 2, Colo. Shuteran, Robinson & Harrington 812 The Equitable Building
- HARRIS, WALTER W.—Scranton 3, Pa. O'Malley, Hill, Harris & Harris Scranton Electric Building
- \*HARRISON, WALTER V.—Baltimore 3, Md. 1200 Mercantile Trust Building
- HART, LAWRENCE E.—Madison 3, Wis. Wilkie, Toebaas, Hart & Jackman 111 South Hamilton Street
- HARTER, JOSEPH MORTON-Columbus 15, Ohio 44 East Broad Street
- HARTMAN, CHARLES C.—Baltimore 3, Md. New Amsterdam Casualty Company 227 St. Paul Street
- HARTSHORN, EDWIN S.—Asheville, N. C. 706 Public Service Building
- HARVEY, THOMAS P.—Hartford 15, Conn. Travelers Insurance Company 700 Main Street
- HASSETT, WM. D.-Buffalo 2, N. Y. Rann, Brown, Sturtevant & Kelly 440 M & T Building
- HAVIGHURST, JAMES W.—Cleveland 14, Ohio Thompson, Hine & Flory 1122 Guardian Building

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- HAWKINS, KENNETH B.—Chicago 4, Ill. Cassels, Potter & Bentley 1060 The Rookery
- HAWORTH, HORACE S.-High Point, N. C. Roberson, Haworth & Reese Wachovia Bank & Trust Co. Bldg.
- HAWXHURST, RALPH R.—Chicago, Ill. Hawxhurst, Dawson & Hoban 1 North LaSalle Street
- HAYES, GERALD P.—Milwaukee 2. Wis. Bendinger, Hayes & Kluwin 735 North Water Street
- HAYNES, DAVID C.-Youngstown, Ohio 1000 City Bank Building
- HEAD, WALTON O.—Dallas 1, Texas 421 Interurban Building
- HEAFEY, EDWIN A.—Oakland 12. Calif. Clark & Heafey 1102 Latham Square Building
- HEALY, T. J.—New York, N. Y. Duncan & Mount 27 William Street
- HEARD, MANNING W.—Hartford, Conn. 690 Asylum Avenue
- HEBERT, FELIX-Providence, R. I. Suite 702, Turks Head Building
- HECKER, HAROLD F.-St. Louis 1, Mo. Walther, Hecker, O'Herin & Walther 1316 Mississippi Valley Trust Building 506 Olive Street
- Heffernan, Henry J.—Augusta, Ga. Marion Building
- Heft & Burgess
  201 Sixth Street
- Heidelberg & Roberts
  5th Floor, Citizens Bank Building
- Heilman, Ferdinand D.—Saginaw, Mich. Heilman & Purcell Bearinger Building
- HEISKELL, A. LONGSTREET-Memphis, Tenn. Shepherd, Owen & Heiskell 711 First National Bank Building
- HEMRY, LESLIE P.—Boston 16, Mass. Vice-President & General Counsel American Mutual Lia. Ins. Co. 142 Berkeley Street
- HENDERSON, EDWARD-Ventura, Calif. 208 Bank of America Building
- HENDERSON, JOSEPH W.—Philadelphia 2, Pa. Rawle & Henderson 1910 Packard Building
- HENDRICK, LEON F.—Jackson, Miss. Standard Life Building P. O. Box 906

- HENEGHAN, GEORGE E.—St. Louis 2, Mo. Bishop, Claiborne & Heneghan 418 Olive Street
- Hengst, James M.—Columbus 15, Ohio Hengst & Trantham 17 S. High Street, Room 1035
- HENLEY, WILLIAM S.—Hazlehurst, Miss. Henley, Jones & Woodliff Box 509
- Henninger, Zeno F.—Butler, Pa. Henninger, Shumaker & Kiester 6 West Diamond St.
- HENRY, DOUGLAS—Nashville, Tenn. Tyne, Peebles, Henry & Tyne National Building
- HENRY, E. A.-Little Rock, Ark. Barber, Henry & Thurman 1408-12 Donaghey Building
- HENRY, JOHN A.—Chicago 4, Ill. Continental Casualty Company 310 South Michigan Avenue
- HENSEL, EUGENE L.-Columbus, Ohio 8 East Long Street
- HEYL, CLARENCE W.—Peoria 2, Ill. 809 Central National Bank Building
- Higbee, W. Brown-Uniontown, Pa. Higbee, Lewellyn & Higbee 604 Second National Bank Building
- Higgins, Grove Lawrence—Syracuse 2, N. Y. Higgins, Kelsen, O'Hara & Young 411 Onondaga Co. Savings Bank Bldg.
- HIGHTOWER, H. G.-Cincinnati 2, Ohio 1008 Fourth National Bank Bldg.
- HILDEBRAND, RAYMOND-Glendive, Mont. Hildebrand & Warren
- HINES, LEON L.-Benkelman, Neb.
- Hinshaw, Joseph—Chicago 2, Ill. Hinshaw & Culbertson 1 North LaSalle Street
- HITESHEW, H. O.-Parkersburg, W. Va. Russell, Hiteshew, Adams & Hickel Box 510
- Hobson, J. P. Jr.—Pikeville, Ky. Hobson & Scott 2051/2 Fourth Street
- Honson, Robert P.-Louisville 2, Ky. Woodward, Dawson, Hobson & Fulton 1805-26 Kentucky Home Life Building
- HOCKER, LON JR.-St. Louis 1, Mo. Jones, Hocker, Gladney & Grand 407 North 8th Street
- HOCKER, LON O.-St. Louis 1, Mo. Jones, Hocker, Gladney & Grand 407 North 8th Street
- Hodges, Earl S.-Springfield, Ill. 601-4 Leland Office Building

- HOFFMAN, WALTER E.—Norfolk 10, Va. Breeden & Hoffman 1107-13 National Bank of Commerce Bldg.
- HOLLAND, ROBERT B.—Dallas 1. Texas Strasburger, Price, Holland, Kelton & Miller 300 Gulf States Building
- HOLMAN, B. E.-Fayetteville, Tenn. Holman & Holman Northeast Corner Public Square
- HOLMES, ARTHUR C.—Baltimore 3. Md.
  United States Fidelity & Guaranty Co.
  Calvert & Redwood Streets
- HOLMES, GEORGE MAYNARD—Aberdeen, Miss. McFarland & Holmes 153 East Commerce Street
- HOLT, PARKER-Fort Myers, Fla. Henderson, Franklin, Starnes & Holt Collier Building, Box 1111
- Hoopes, C. A.—Marysville, Ohio Hoopes, Sanders & Hoopes 1271/2 West Fifth Street, Box 186
- HORN, CLINTON M.—Cleveland 13. Ohio McKeehan, Merrick, Arter & Stewart 28th Floor, Terminal Tower
- HORNER, J. M., JR.-Asheville, N. C. 708 Jackson Building
- Howard, Frank-Worcester, Mass. Proctor, Killeen & Howard 390 Main Street
- Howell, Charles Cook-Jacksonville 2, Fla. Howell, McCarthy, Lane & Howell 601 Atlantic National Bank Building
- HOWELL, CHARLES COOK, JR.—Jacksonville 2, Fla. Howell, McCarthy, Lane & Howell 601 Atlantic National Bank Building
- Howell, Charles M. Jr.—Kansas City 6, Mo. Howell, Jacobs & Howell 1115 Commerce Building
- Howell, William D.—Cleveland, Ohio Howell, Roberts & Duncan 1026 Guardian Building
- Hubbard, Moses G. Jr.-Utica, N. Y. Fuller, Brown, Hubbard & Felt 1119-26 First National Bank Building
- Hubson, Douglas-Fort Scott, Kan. Hudson & Hudson Suite 5, Marble Building
- HUDSON, ROBERTS P.—Saulte Ste. Marie, Mich. Hudson, Coates & Kline 308-311 Adams Building
- HUGGARD, RICHARD-Columbus, Ohio 16 East Broad Street
- HUGHES, JAMES W.—Los Angeles 54, Calif. Farmers Automobile Ins. Exchange 4680 Wilshire Boulevard

- Hughes, John H.-Syracuse 2, N. Y.
  Mackenzie, Smith & Michell
  Onondaga County Savings Bank Bldg.
- Hugus, Waight-Wheeling, W. Va. Schmidt, Hugus & Laas Central Union Trust Building
- HULEN, Mrs. ELIZABETH—Jackson 105, Miss. Watkins & Eager Standard Life Building
- HULL, JAMES M. JR.—Augusta, Ga. Hull, Barrett, Willingham & Towill 1015-1021 Southern Finance Building
- Hunt, Charles L.—Concordia, Kas. Hunt & Baldwin 2021/2 West Sixth Street
- Hunt, John H.—Topeka, Kansas Wheeler, Brewster, Hunt & Goodell 401 Columbian Building
- HUNT, ROLLO F.—Duluth 2, Minn. Hunt, Palmer & Hood 800 Lonsdale Building
- HUNTER, JAY T.—Peoria 2, Ill. Hunter, Kavanaugh, McLaughlin & Bond 718 Commercial National Bank Building
- HUTCHINS, FRED S.-Winston-Salem, N. C. Reynolds Building
- Hutson, Chas. T.-Seattle 4, Wash. Ballinger, Hutson & Truscott Hoge Building
- HUTTON, WILLIAM E.—Denver 1, Colo. The Capitol Life Insurance Company Capitol Life Building, P. O. Box 1200
- HYDE, ROBERT C.-Poplar Bluff, Mo. State Bank Building
- HYMAN, WILLIAM A.-New York 7, N. Y. 111 Fulton Street
- HYNES, JOHN F.—Des Moines 7, Iowa Employers Mutual Casualty Company 210 7th Street

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- INGLE, JOHN J.-Winston-Salem, N. C. Ingle, Rucker & Ingle Wachovia Bank Building
- IRVINE, JOHN E.—Steubenville, Ohio Smith, Francis & Irvine Sinclair Building

J

- Jackson, H. Clair-Kalamazoo 8, Mich. Jackson, Fitzgerald & Dalm 219 West Lovell Street
- Jackson, J. Kirkman-Birmingham 3, Ala. Jackson, Rives & Pettus 812-21 Massey Building

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- Jackson, Thomas B.—Charleston 22, W. Va. Jackson, Kelly, Morrison & Moxley 1601 Kanawah Valley Building
- JACOBSON, HOWARD H.-Rye, N. Y. 47 Wainwright Street
- JACOBSON, STANLEY V.—Milwaukee 2, Wis. 720 East Wisconsin Avenue
- JAINSEN, WILSON C.—Hartford, Conn. Hartford Acc. & Ind. Co. 690 Asylum Street
- JAMES, CHARLES V.—Norwich, Conn. Brown & James 303 Thayer Building
- James, Murray G.-Wilmington, N. C. Carr, James & Carr 609 Murchison Building
- JAMESON, W. J.-Billings, Mont. Coleman, Jameson & Lamey Electric Building, Box 2109
- Jamieson, Robert G.-Detroit 26, Mich. Brown, Jamieson, MacLean, Dyll & Marentay 400 United Artists Building
- JAMISON, ROBERT H.—Cleveland 14, Ohio Garfield, Baldwin, Jamison, Hope & Ulrich 1425 Guardian Building
- January, Samuel M.—Denver 2, Colo. January & Yegge 604 Equitable Building
- JARRETT, JOSEPH W.-Los Angeles 15, Calif. Hon & Jarrett 315 West 9th Street
- JENNINGS, CLAYTON F.—Lansing 8, Mich. Shields, Ballard, Jennings & Taber 1400 Olds Tower Building
- JENNINGS, DALE C.-Pittsburgh 19, Pa. 1101 Berger Building
- JOHNSON, CHARLES EDWARD—Oklahoma City 2, Okla. Embry, Johnson, Crowe, Tolbert & Shelton 640 First National Bank Building
- Johnson, E. M.-Lumberton, N. C. Johnson & Johnson Johnson Building, Box 1097
- JOHNSON, F. CARTER, JR.—New Orleans 12, La. Porteous & Johnson American Bank Building
- JOHNSON, HAROLD A.—Detroit 26, Mich. Bodman, Longley, Bogle, Middleton & Armstrong 1400 Buhl Bldg.
- Johnson, Lowell R.-Kansas City, Mo. Johnson & Davis 412 Commerce Building
- JOHNSON, RUSSELL V.—Oklahoma City 2, Okla. Miley, Hoffman, France & Johnson 1706 First National Building

- JOHNSTON, JOHN E.-Greenville, S. C. Franklin National Life Building
- Jones, C. Baxter-Macon, Ga. Jones, Jones & Sparks 1007-1020 Persons Building
- Jones, DeVane King—Tuscaloosa, Ala. Jones, Dominick & McEachin Alston Building
- JONES, EDMUND L.—Washington 5, D. C. Hogan & Hartson 810 Colorado Building
- JONES, JOSEPH MERRICK—New Orleans 12, La. Jones, Flanders, Waechter & Walker 842 Canal Building
- Jones, L. Barrett-Jackson 113, Miss. Jones & Ray 614 Lamar Building
- JONES, THOMAS LEWIS-Pittsburgh 19, Pa. 1204 Grant Building
- JORDAN, BIRKETT F.—Gainesville,, Fla. Jordan, Lazonby & Dell Baird Office Building
- JORDAN, JOHN Y. JR.—Asheville, N. C. Jordon & Horner Jackson Building
- JORDAN, WELCH-Greensboro, N. C. Smith, Wharton & Jordan 1011 Jefferson Standard Building

## K

- KADYK, DAVID J.—Chicago 3, Ill. Lord, Bissell & Kadyk 135 South LaSalle Street
- Kahin, George-Seattle 4, Wash. Kahin & Carmody Central Building
- KAHRS, WILLIAM A.—Wichita 2, Kansas Cowan, Kahrs & Nelson 624 Fourth National Bank Building
- KAMMER, ALFRED CHARLES—New Orleans 12, La. Rosen, Kammer, Wolff, Hopkins & Burke Hibernia Bank Building
- KARR. DAY-Seattle 1, Wash.
  Karr, Karr & Tuttle
  Room 1210, 1411 4th Avenue Building
- KARR. PAYNE-Seattle 1, Wash. Karr, Karr & Tuttle Room 1210, 1411 4th Avenue Building
- KEARNEY, J. L.-Los Angeles 15, Calif. Standard Oil Building
- KEARNEY, WILLIAM JAMES JR.—New Orleans 12, La. Christovich & Kearney American Bank Building
- Kearsley, Herbert J.-Boston 9, Mass. Manager, New England Claim Dept. London Guarantee & Acc. Co. & Phoenix Ind. Co. 141 Milk Street

- KEENAN, THOMAS W.—Shenandoah, Iowa Keenan & Clovis Box 3
- Keenon, R. W.-Lexington 15, Ky. Keenon, Huguelet & Odear 504 Security Trust Company
- KEITH, QUENTIN—Beaumont, Texas Cecil & Keith Perlstein Building
- Keller, A. Bruce-Pittsburg, Kan. Keller, Burnett, Owsley & Wilbert 204 National Bank Building
- Keller, Paul E.—Chicago 90, Ill. Benefit Association of Railway Employees 901 Montrose Avenue, P. O. Box 790
- Kelley, Dean W.-Lansing 7, Mich. Kelley, Sessions & Kelley 326 Mutual Building
- Kelley, James E.-St. Paul 2, Minn. Bundlie, Kelley, Finley & Maun 425 Hamm Building
- Kelley, Thomas D.-Kansas City 6, Mo. 500 Insurance Exchange Building
- Kelly, Ambrose B.—Providence, R. I. American Mutual Fire Ins. Co. 1500 Turks Head Building
- KELLY, FRED H.-Mattoon, Ill. Craig & Craig 1803 Broadway
- KELLY, T. PAYNE, JR.—Tampa 1, Fla. McKay, Macfarlane, Jackson & Ferguson First National Bank Building
- Kelly, William A.-Akron 8, Ohio Wise, Roetzel, Maxon, Kelly & Andress 1110 First Central Tower
- Kemper, W. L.-Houston 2, Texas Shell Building
- Kenline, H. C.-Dubuque, Iowa Kenline, Roedell, Hoffman & Reynolds Bank & Insurance Building
- Kennedy, Frank H.-Charlotte 2, N. C. 706-10 Law Building
- Kennedy, Hayes-Chicago 4, Ill. Ryan, Condon & Livingston 231 South LaSalle Street, Room 983
- Kernan, Warnick J.-Utica 2, N. Y. Kernan & Kernan Devereaux Block
- KERR, NELSON R.—Baltimore 3, Md. Attorney, New Amsterdam Cas. Co. 227 St. Paul Place
- KERR, WILLIAM L.-Midland, Texas Whitaker, Turpin, Kerr, Smith & Brooks Box 913, First National Bank Building
- KETTERER, JOHN G.-Canton 2, Ohio Day, Cope, Ketterer, Raley & Wright 1110 First National Bank Building

- KIGHTLINGER, PAUL E.-Warren, Ohio 301-2 Union Savings & Trust Building
- King, ALVIN O.—Lake Charles, La. McCoy, King, Anderson, Hall & Swift 515 Weber Building
- King, Bert-Wichita Falls, Texas King, Dawson & Jones Suite 430, Allison-Duncan Building
- KING, EARL—Memphis, Tenn.
  King, King & Laughlin
  First National Bank Building
- King, John C.—Chicago 4, Ill. Continental Casualty Company 310 South Michigan Avenue
- KING, OLIVER K.-White Plains, N. Y. Peoples Bank Building
- KIPLINGER, JOHN H.-Rushville, Ind.
  American National Bank Building
- KISSAM, LEO T.-New York City 5 Garey, Desvernine & Kissam 63 Wall Street
- KISTNER, JOHN R.-Cleveland, Ohio 1128 Leader Building
- KITCH, JOHN R.—Chicago 3, Ill.

  General Counsel, Security Mutual Cas. Co.
  105 South LaSalle Street, Borland Bldg.
- KITTRELL, R. G.—Henderson, N. C. Perry & Kittrell Law Building
- KIVETT, AUSTIN W.—Milwaukee 3, Wis. Kivett & Kasdorf Suite 7164 Plankinton Building
- KLAW, ABEL—Wilmington, Del. DuPont Building 1616 Walnut Street, Philadelphia, Pa.
- KLEIN, RICHARD HENRY-Sunbury, Pa. 230 Market Street
- KLOHR, PHILIP C.—Chicago 3, Ill. Klohr & Merrick 105 South LaSalle Street
- KLOSTERMEYER, HOWARD R.—Charleston 21, W. Va. Spilman, Thomas & Battle Room 1101, Kanawha Banking & Trust Bldg.
- KLUWIN, JOHN A.-Milwaukee 2, Wis. Bendinger, Hayes & Kluwin 735 North Water Street
- KNEPPER, WILLIAM E.—Columbus 15, Ohio Knepper, White & Dempsey 5 East Long Street
- KNIGHT, DEWEY-Miami 32, Fla. Knight, Underwood & Cullen 1117 Ingraham Building
- KNIGHT, HARRY S.—Sunbury, Pa. Bittner Trust Building
- KNIGHT, WILLIAM D.—Rockford, Ill.
  Central National Bank Building

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- KNOWLES, WILLIAM F.—Kansas City 6, Mo. Sprinkle & Knowles Suite 515, Lathrop Building
- KNUDSON, BENNETT O.—Albert Lea, Minn. Meighen, Knudson & Sturtz First National Bank Building
- Koch, Roscoe R.—Philadelphia 1, Pa. Asst. Gen. Counsel, Ins. Co. of N. Amer. 1600 Arch Street
- KOONTZ, PAUL G.—Kansas City 6, Mo. Kemp, Koontz, Clagett & Norquist 904 Insurance Exchange Building
- Kotrgen, Hector-New York 7, N. Y. General Reinsurance Corporation 90 John Street
- Kramer, Donald W.—Binghamton, N. Y. Kramer, Night & Wales Security Mutual Building
- KRISTELLER, LIONEL, P.-Newark 2, N. J. Kristeller & Zucker 744 Broad Street
- KUHNS, BARTON H.—Omaha 2, Neb. Finlayson, McKie & Kuhns 800-807 First National Bank Building

## L

- LABRUM, J. HARRY—Philadelphia 2, Pa. Conlen, LaBrum & Beechwood 1507 Packard Building
- LACEY, RALPH B.—Detroit 26, Mich. Lacey, Scroggie, Lacey & Buchanan Dime Building
- LACOSTE, ROGER, K. C.-Montreal 1, Canada Lacoste & Lacoste 221 St. James Street, West
- LAMB, EDWARD H.—Rochester 4, N. Y. Webster, Lamb & Webster 719 Union Trust Building
- LAMFROM, LEON B.—Milwaukee 2, Wis. Lamfrom, Tighe, Engelhard & Peck Bankers Building
- LAMKIN, E. T.—Monroe, La. McHenry, Lamkin & Snellings Box 1663, Bernhardt Building
- LANCASTER, J. L., JR.-Dallas 1, Texas Robertson, Jackson, Payne & Lancaster 505 Republic Bank Building
- Lands, M. L.—Van Wert, Ohio Counsel, Central Manufacturers' Mut. Ins. Co. 857 South Washington Street
- LANE, COLLIS GUNDY-Columbus 15, Ohio 16 East Broad Street
- LANE, EDWARD L., JR.—Jacksonville 2, Fla. Howell, McCarthy, Lane & Howell 601 Atlantic National Bank Building

- Lang, Sylvan—San Antonio 5, Texas Lang, Byrd, Cross & Ladon 2417 Transit Tower
- LANGDALE, HARLEY-Valdosta, Ga. Langdale, Smith & Tillman 106 West Hill Avenue
- LANTAFF, WILLIAM C.-Miami 32, Fla. Walton, Hubbard, Schroeder, Lantaff & Atkins 913 Alfred I. DuPont Building
- LAWS, ARTHUR H.—Denver 2, Colo. Bancroft, Blood & Laws Suite 728 University Building
- LAWTON, JAMES F.—Boston 8, Mass, Room 246, Kimball Building 18 Tremont Street
- LAYMAN, J. R.-Elizabethtown, Ky. Layman & Layman
- LAYMON, PAUL E.—Detroit 32, Mich. 640 Temple Avenue
- LAZONBY, J. LANCE-Gainesville, Fla. Jordan, Lazonby & Dell Baird Office Building
- Leahy, John S.-St.Louis 2, Mo. Leahy & Leahy 1105 Commerce Building, 418 Olive St.
- Leahy, John S., Jr.—St. Louis 2, Mo. Leahy & Leahy 1105 Commerce Building, 418 Olive St.
- LEE, DAVID F.-Norwich, N. Y. Lee, Gallagher & Lee 23 North Broad Street
- LEEDOM, BOYD-Rapid City, S. D. Philip, Leedom & Driscoll First National Bank Building Box 190
- LEFTWICH, CHARLES W.—Columbus 16. Ohio Farm Bureau Mutual Auto Ins. Co. 246 North High Street
- LEPINE, ABRAHAM-Tucson, Ariz. 4225 East Whittier
- LeRoy, J. Henry-Elizabeth City, N. C. Carolina Building, Box 298
- LESEMANN, RALPH F.-East St. Louis, Ill. Baker, Lesemann, Kagy & Wagner 511-521 Murphy Building
- LEVI, CLYDE R.-Ashland, Ky. Professional Arts Building
- Levin, Samuel.—Chicago 4, Ill. Levin, D'Isa & Arpaia Continental Illinois Bank Building 231 South LaSalle Street
- LeViness, Charles T.—Baltimore 2, Md. LeViness & Duckett 1412 Munsey Building
- LEVIT, BERT W.—San Francisco 4, Calif. Long, Levit, Cunningham & White Merchants Exchange Building

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- Levy, Adrian F.—Galveston, Texas Levy & Levy United States National Bank Bldg.
- Levy, Leonard B.—New Orleans 12, La. Dufour, St. Paul & Levy 1006 Canal Building
- Lewis, R. K.-West Palm Beach, Fla. Earnest, Lewis & Smith Guaranty Building
- Liddon, WALKER-Fort Pierce, Fla.
  Liddon, Fee & Parker
  205 South Second Street
- Lilly, A. J.—Baltimore 3, Md.
  Maryland Casualty Company
- LIMBACH, ARTHUR L.—New Philadelphia, Ohio Fisher, Limbach, Smith & Renner The Ohio Savings & Trust Building
- Lipscomb, Hubert S.—Jackson 109, Miss. Lipscomb & Davis Millsaps Building
- Lipscomb, Thomas E.—Cleveland 14, Ohio Thompson, Hine & Flory Guardian Building
- LIPSCOMB, WILLIAM—Dallas 1, Texas Malone, Lipscomb, Seay & Shuford 508-514 Southland Life Building
- LITTLE, JAMES-Big Spring, Texas State National Bank Building
- LITTLETON, OLIVER W.—Baltimore 3, Md. Atty. Claim Dept., Fidelity & Dep. Co. of Md Fidelity Building
- LLOYD, FRANK T., JR.—Camden, N. J. Starr, Summerill & Lloyd S.W. 4th & Market Streets
- LLOYD, L. DUNGAN—Chicago 3, Ill. Lord, Bissell & Kadyk 135 South LaSalle Street
- LOCKE, C. H., K.C.-Vancouver, B. C. Locke, Lane, Guild & Sheppard 703 Rogers Building
- LOCKE, L. J.—Chicago 4, Ill.
  Continental Casualty Company
  310 South Michigan Avenue
- Long, Lawrence A.—Denver 2, Colo. 638 Symes Building
- Long, STANLEY B.—Seattle 4, Wash. Bogle, Bogle & Gates 603 Central Building
- Long, T. J.—Atlanta, Ga. Matthews, Long & Moore 1417 First National Bank Building
- LOOMIS, OLIVER M.—South Bend 8, Ind. 417 Odd Fellows Building
- LORD, JOHN S.—Chicago 3, Ill. Lord, Bissell & Kadyk 135 South LaSalle Street

- LOVE, F. C.—Oklahoma City 2, Okla. Embry, Johnson, Crowe, Tolbert & Shelton 640 First National Building
- Lowe, R. E.—Spokane 8, Wash.
  Paine, Lowe & Coffin
  622 Spokane & Eastern Building
- LOWTHER, W. E.-New York 3, N. Y. Phoenix-London Group 55 Fifth Avenue
- Lucas, Wilder-St. Louis 1, Mo. Sullivan, Finley & Lucas 1515 Ambassador Building
- LUCE, ROBERT T.-Chicago 4, Ill. 208 South LaSalle Street
- LUHN, JOHN A.—Baltimore 3, Md. V.-P. & Gen. Attorney, Fidelity & Deposit Co. of Md. & Amer. Bonding Co. of Baltimore Fidelity Building
- Lusk, John A. Jr.—Gadsden, Ala. Lusk & Burns First National Bank Building

## Mac

- MACCARTER, WILLIAM J. JR.-Chester, Pa. Crozer Building, Suite 502
- MACNAMARA, H. S.—Chicago 1, Ill.
  Asst. Gen. Counsel, Federal Life Ins. Co.
  168 North Michigan Avenue

## M

- MADDIN, JOHN KEITH-Nashville 3. Tenn. Maddin, Bailey & Powell Nashville Trust Building
- MADISON, GEORGE T.-Bastrop, I.a. Madison, Madison & Files P. O. Box 510
- Madison, J. G.-Tuscaloosa, Ala. Foster, Rice, Madison & Rosenfeld
- MAGUIRE, RAYMER F.—Orlando, Fla. Maguire, Voorhis & Wells P. O. Box 633
- MAHONEY, GEOFFREY P.-Minneapolis 2, Minn. 2120 Rand Tower
- MAHONEY, WILLIAM B.-Portland 3, Maine 120 Exchange Street
- MALONE, RALPH WALDO—Dallas 1, Texas Malone, Lipscomb, Seay & Shuford 508-514 Southland Life Building
- MANGIN, WILLIAM B.—Syracuse 2, N. Y. Brown, Mangin & O'Connor 1608 State Tower
- MANIER, MILLER—Nashville 3, Tenn. Manier & Crouch Baxter Building, 216 Union Street

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- MANIER, WILL R. JR.—Nashville 3, Tenn. Manier & Crouch Baxter Building 216 Union Street
- MANN, FRANK C.—Springfield, Mo. Mann & Mann 910 Landers Building
- MANSFIELD, WALTER A.-Detroit 26, Mich. 909-10 Lafavette Building
- MARBLE, HARRY E.—Cincinnati, Ohio Marble & Vordenberg Union Central Building
- MARCHAL, VERNON L.-Greenville. Ohio Marchal & Tillman 140 West 4th Street
- MARCUS, DAVID C.—Beaumont, Texas Marcus, Carrington & Weller Goodhue Building
- MARKHAM, J. HENSON-Jacksonville 1, Fla. Osborne, Copp & Markham Barnett Nat. Bank Bldg., P. O. Box 537
- MARKLEY, EDWARD A.—Jersey City 3, N. J. Collins & Corbin 1 Exchange Place
- MARKS, SAM R.—Jacksonville 1, Fla. Marks, Marks, Holt, Gray & Yates 1321 Graham Building
- MARKS, SUMTER D.—New Orleans 12, La. Phelps, Dunbar, Marks & Claverie United Fruit Building
- MARRINER, RUFUS S.—Washington, Pa. Marriner & Wiley Washington Trust Building
- MARRYOTT, FRANKLIN J.-Boston 17, Mass. Liberty Mutual Insurance Company 175 Berkeley Street
- MARSHALL, E. A.—Huntington 9, W. Va. Fitzpatrick, Strickling & Marshall 900 First Huntington National Bank Building
- MARSHALL, LESTER B.—Chicago 3, Ill. 135 South LaSalle Street
- MARSHALL, REMBERT—Atlanta, Ga. Neely, Marshall & Greene 1040 Hurt Building
- MARTIN, CLARENCE E.—Martinsburg, W. Va. Martin & Seibert The Peoples Trust Building
- MARTIN, FRANK J.—Gadsden, Ala. Hood, Inzer, Martin & Suttle American National Bank Building Box 429
- MARTIN, FRED E.—Norfolk, Va. 301 Dean Building 201 Plume Street
- MARTIN, GEORGE D.-Lancaster, Ohio Drinkle & Martin 106 Equitable Building

- MARTIN, JOHN B.—Philadelphia 10, Pa. Duane, Morris & Heckscher 1617 Land Title Building
- MARTIN, WILLIAM FRANCIS-New York 4, N. Y. 30 Broad Street
- MARTIN, WILLIAM LOGAN-Birmingham 3, Ala. Martin, Turner & McWhorter 600 North 18th Street
- Mason, Stevens T.-Detroit 26, Mich. Mason, Davidson, Parker & Kaess 2034 National Bank Building
- MASON, WILLIAM CLARKE—Philadelphia 9, Pa. Morgan, Lewis & Bockius 2107 Fidelity-Philadelphia Trust Building
- MASTERS, RICHARD C.—Lansing 3, Mich. Vice-President & Asst. Gen. Counsel Auto-Owners Insurance Company 615 North Capitol Avenue
- MATHEWS, JOHN ELIE—Jacksonville, Fla. Bisbee Building
- MATTHEWS, DOUGLAS W.—Atlanta, Ga. Matthews, Long & Moore 1417 First National Bank Building
- MATTHEWS, WM. M.—Dayton 2, Ohio Matthews & Altick 25 North Main Street
- MATTHIAS, RUSSELL H.—Chicago 2, 11l. Ekern, Meyers & Matthias 1 North LaSalle Street
- MATZ, EDMUND L.—Bellaire, Ohio First National Bank Building
- Maurice, Stewart-New York 6, N. Y. 149 Broadway
- MAUTZ, ROBERT T.—Portland 4, Ore.
  Wilbur, Beckett, Oppenheimer, Mautz &
  Souther
  1001 Board of Trade Building
- MAWHINNEY, DONALD M.—Syracuse 1, N. Y. Hiscock, Cowie, Bruce, Lee & Mawhinney 300 First Trust & Deposit Company
- MAXWELL, DAVID F.—Philadelphia, Pa. Edmonds, Obermayer & Rebmann 1418 Packard Building
- MAY, ALBERT E.—Omaha 2, Neb. Swarr, May & Royce 705 Keeline Building
- MAY, JOHN G. JR.—Richmond 19, Va. May, Simpkins, Young and Rudd Mutual Building
- MAY, PHILIP S.—Jacksonville 2, Fla. Crawford & May 1106 Lynch Building
- MAY, RALPH J.—Oklahoma City 2, Okla. Bulla, May & Bynum 460 First National Building

- MAYER, CHARLES L.—Shreveport, La. Jackson & Mayer 1030 Giddens Lane Building
- MAYNE, WALTER R.—St. Louis 1, Mo. Fordyce, White, Mayne, Williams & Hartman 506 Olive Street
- MAYS, DAVID J.—Richmond 19, Va. Tucker, Mays, Cabell & Moore 1407 State Planters Bank Building
- MEAD, J. S.—Birmingham, 3, Ala. Davies & Mead 512 Jackson Building
- Meader, Henry C.—Montgomery 4, Ala. Meader, Jones & Murray 906-10 First National Bank Building
- Meagher & Geer 1006 First National Soo-Line Building
- MEHAFFY, JAMES W.—Houston 2, Texas Baker, Botts, Andrews & Wharton Esperson Building
- Mehigan, Irving Patrick—Milwaukee 2, Wis. Burns & Mehigan 208 E. Wisconsin Avenue
- Mendes, William B.—New York, N. Y.
  Duncan & Mount
  27 William Street
- MERCIER, LUCIEN H.-Washington 5, D. C. 401-3 Metropolitan Bank Building
- Merley, K. L.—Chicago, 1, Ill. Asst. Counsel, Federal Life Insurance Co. 168 N. Michigan Avenue
- MERRICK, HUBERT C.—Chicago 3, Ill. Klohr & Merrick 105 South LaSalle Street
- MERRELL, C. F.-Indianapolis 4, Ind. Slaymaker, Merrell, Locke & Reynolds Consolidated Building
- MERRILL, HUGH D.—Anniston, Ala. Merrill, Merrill & Vardaman Commercial National Bank Building Box 286
- MERRILL, HUGH D. JR.—Anniston, Ala. Merrill, Merrill & Vardaman Commercial National Bank Bldg., Box 286
- MERRILL, WILLIAM FOLSOM—Showhegan, Maine Merrill & Merrill Merrill Block
- MERRIMAN, L. M.-Vero Beach, Fla.
- MERRITT, RICHARD H.—Pensacola, Fla. Merritt & Newberry American National Bank Building
- Mershon, M. L.-Miami 8, Fla. Evans, Mershon, Sawyer, Johnston & Simmons Box 1390 First National Bank Building

- MEYERS, ALLEN-Topeka, Kas. Meyers, Gault, Marshall & Hawks New England Building
- Michaels, William C.—Kansas City 6, Mo. Michaels, Blackmar, Newkirk, Eager & Swanson 906 Commerce Building
- MIDDLEBROOKS, GROVER—Atlanta 3, Ga. 1324 William-Oliver Building
- MILAM, ARTHUR Y.—Jacksonville 1, Fla. Milam, McIlvaine & Milam 1211 Greenleaf Building
- \*MILEY, MORTIMER B.-Minneapolis 2, Minn. Nicollet at 24th
- MILLER, ALEX M.—Des Moines 9. Iowa Miller, Huebner & Miller Equitable Building
- MILLER, DALE F.—Columbus 15, Ohio Knepper, White & Dempsey 5 East Long Street
- MILLER, JOHN L.—Pittsburgh 19, Pa. Duff, Scott & Smith 815 Berger Building
- MILLER, J. WESTON-Springfield, Mo. 926 Woodruff Building
- MILLER, OLIVER H.-Des Moines, Iowa Suite 403, Equitable Building
- MILLER, VAUGHN—Chattanooga 2, Tenn. Miller, Miller & Martin Volunteer Building
- MILLS, BALLINGER—Galveston, Texas Terry, Calvin & Mills Union Station Building
- MILTON, CHARLES C.—Worcester 8, Mass. Parker, Milton & Riley State Mutual Building 340 Main Street
- MITCHELL, JAMES E.-Bangor, Maine Eastern Trust Building
- MOELLER, FREDERICK A.—Boston, Mass. Hemry, Moeller, Aggott & Goodale 142 Berkeley Street
- Monnet, Claude-Oklahoma City 2, Okla. Monnet, Hayes & Brown First National Building
- MONTAGUE, J. E.-Duluth, Minn. Abbott, MacPherran, Dancer & Montague 1000 Alworth Building
- Montgomery, Richard B. Jr.—New Orleans 12, La. Montgomery, Fenner & Brown 1103-6 Maritime Building
- Moore, Alvin O.—Chattanooga 2, Tenn. Spurlock, Spears, Reynolds & Moore 707 Chattanooga Bank Building
- Moore & Mouzon

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- Moore, Beverly C.-Greensboro, N. C. Sapp & Moore Suite 604 Dixie Bldg.
- Moore, John W. D.—Columbus 16, Ohio Farm Bureau Mutual Auto Insurance Co. 246 N. High Street
- MOORE, ROBERT M.—Chicago 3, Ill. Kitch, Moore & Tressler 1200-105 S. LaSalle Street
- MOREHEAD, CHARLES A.—Miami 32, Fla. Morehead, Pallot, Smith, Green & Phillips Ingraham Building
- MORENO, ARTHUR A.—New Orleans 12, La. Lemle, Moreno & Lemle Hibernia Bank Building
- Morroro, James R.—Wilmington 28, Del. Marvel & Morford 212 Delaware Trust Building
- MORGAN, B. L.—Amarillo, Texas Morgan, Culton, Morgan & Britain Oliver Eakle Building
- MORRIS, CHARLES W.—Louisville 2, Ky. Morris & Garlove Marion E. Taylor Building
- MORRIS, LARRY W.—Houston 2, Texas Sewell, Taylor, Morris & McGregor Second National Bank Building
- MORRIS, LESLIE W.—Frankfort, Ky. Farmers Deposit Bank Building 216 W. Main Street
- Morris, Stanley C.—Charleston 26, W. Va. Steptoe & Johnson P. O. Box 1588
- Morse, Rupert G.-Kansas City 13, Mo. Employers Reinsurance Corporation P. O. Box 2088
- MORTON, R. A. D.-El Paso, Texas Suite 555, First National Bank Building
- Moser, Henry S.—Chicago 2, Ill. Sonnenschein, Berkson, Lautmann, Levinson & Morse 77 West Washington Street
- Moser, W. Edwin-St. Louis 2, Mo. Moser, Marsalek, Dearing & Carpenter 330 Pierce Building
- Moses, Henry C.-New York City 5 Moses, Nehrbas & Tyler 20 Pine Street
- Mosman, O. C.-Kansas City 6, Mo. Mosman, Rogers, Bell & Conrad 904 Bryant Building
- Moul, Charles E.—LeRoy, Ohio Assistant Superintendent of Claims Ohio Farmers Insurance Company
- MOUNT, THOMAS F.—Philadelphia 2, Pa. Rawle & Henderson 1910 Packard Building

- MUDD, J. P.-Birmingham 3, Ala. 914 Massey Building
- MULVIHILL, ALFRED F.—Chicago 3, Ill. Zurich Gen. Acc. & Lia. Ins. Co. 135 South LaSalle Street
- MUNGALL, DANIEL-Philadelphia 5, Pa.
  General Accident Fire & Life Assur. Corp., Ltd.
  414 Walnut Street
- MURPHY, JAMES R. (RAY)—New York 7, N. Y.
  Association of Casualty & Surety Executives
  60 John Street
- MURPHY, JOSEPH B.—Syracuse 2, N. Y. Murphy & Young 1104 State Tower Building
- MURPHY, JOSEPH HAWLEY-Syracuse 2, N. Y. Murphy & Young 1104 State Tower Building
- MURPHY, KENNETH J.-Los Angeles 13, Calif. Suite 909, Rowan Building
- MURPHY, MILTON C.—North Platte, Nebraska Beatty, Clarke & Murphy 212 North Dewey
- MURRAY, CLAPHAM, JR.—Baltimore 3, Md. Maryland Casualty Company
- MURRAY, GEORGE C.-Sheldon, Iowa Security Investment Building
- MURRAY, JAMES L.—Indianapolis 4, Ind. Murray, Mannon, Fairchild & Stewart 8 E. Market Street, Rooms 326-332
- Muse, Leonard G.—Roanoke 4, Va. Woods, Rogers, Muse & Walker 306-17 Boxley Building
- Musgrave, Edgar-Des Moines 9, Iowa Whitfield, Musgrave, Selvy & Fillmore 616 Insurance Exchange Building
- MYERS, FRANK HAMMETT-Washington 5, D. C. Frost, Myers & Towers 723 15th Street, N.W.
- MYERS, S. P.—Racine, Wis. Helm, Myers & Gillett 526 Monument Square

## Mc

- McAlister, David I.-Washington, Pa. 63 South Main Street
- McCadden, J. E.—Memphis 3, Tenn. Armstrong, McCadden, Allen, Braden & Goodman Commerce Title Building
- McCall, Harry-New Orleans 12, La. Chaffe, McCall, Bruns, Toler & Phillips 724 Whitney Building
- McCamey, Harold E.—Pittsburgh 19, Pa. Dickie, Robinson & McCamey Suite 2415, Grant Building

td.

- McCampbell, H. H. Jr.—Knoxville 08, Tenn. Green, Webb & McCampbell 803 Burwell Building
- McCarroll, Clarence—Owensboro, Ky. Woodward, Dawson & Bartlett 221½ St. Ann Street
- McCarthy, Edward Jr.—Jacksonville 2, Fla. Howell, McCarthy, Lane & Howell 601 Atlantic National Bank Building
- McCary, Joe T.-Nashville 3, Tenn. Hickerson, McCary & Crownover Third National Bank Building
- McCastin, Wm. R.-Rapid City, Mich.
- McClatchey, Devergaux F. —Atlanta 3, Ga. Smith, Kilpatrick, Cody, Rogers & McClatchey 1045 Hurt Building
- McClendon, William H., Jr.-New Orleans 12, La. Richards Building
- McComas, Charles H.—Bel Air, Md. McComas and James 21 Courtland Street
- McComb, Edgar-Denver 2, Colo. McComb, Nordmark & Zarlengo First National Bank Building
- McConnell, D. H.-Pittsburgh, Pa. Law & Finance Building
- McConnell, F. Britton-Los Angeles 15, Calif. General Counsel, Pacific Employers Insurance Co. and Unity Mutual Life & Acc. Ins. Co. 1033 South Hope Street
- McConnell, Robert M.—Knoxville 1, Tenn. Frantz, McConnell & Seymour Burwell Building
- McCormick, Robert M.—New York City 5 McCormick, Eckel & McCormick 55 Liberty Street
- McCoy, Charles A.—Lake Charles, La. McCoy, King, Anderson, Hall & Swift 515 Weber Building
- McDonald, W. Percy—Memphis 1, Tenn. McDonald & McDonald Commerce Title Building, P. O. Box 123
- McEachron, John A., Jr.-Minneapolis 2, Minn. Faegre & Benson 1260 Northwestern National Bank Building
- McElraevy, John Jr.-New York 7, N. Y. 75 Fulton Street
- McFaddin, John M.—Rockville, Ind. McFaddin & McFaddin Rockville National Bank Building
- McFall, John M.—Baltimore 3, Md.
  United States Fidelity & Guaranty Company
  Calvert & Redwood Streets
- McGinn, Denis-Escanaba, Mich. 1103 Escanaba National Bank Building

- McGough, Paul J.-Minneapolis 2, Minn. Faegre & Benson 1260 Northwestern National Bank Building
- McGugin, Dan E.—Nashville 3, Tenn. Keeble, Keeble & McGugin Commerce-Union Bank Building
- McGuirk, James J., Jr.—New York City 8 Counsel, Globe Indemnity Company 150 William Street
- McHaney, Powell B.—St. Louis 3, Mo. General American Life Insurance Co. 1501 Locust Street
- MCILVAINE, EUGENE T.—Jacksonville 1, Fla. Milam, McIlvaine & Milam Greenleaf Building
- McInerney, Wilbert—Washington 5, D. C. 900 Albee Building 1426 G Street, N.W.
- McKay, John G.—Miami 32, Fla. McKay, Dixon & DeJarnette First National Bank Building
- McKelvey, W. R.—Seattle 4, Wash. Skeel, McKelvey, Henke, Evenson & Uhlmann Insurance Building
- McKenna, James J.—Chicago 4, Ill. 166 West Jackson Boulevard
- McKennett, Fred A.-Newark 2, N. J. 830 Broad Street
- McKesson, Theodore G.-Phoenix, Ariz. Luhrs Tower
- McLaughlin, D. Hayes—Boston 16, Mass. Lumbermens Mutual Casualty Company 260 Tremont Street
- McLaughlin, Eugene D.—Peoria 2, Ill. Hunter, Kavanagh, McLaughlin & Bond 718 Commercial National Bank Building
- McLaughlin, John T.—Reno, Nev. Ayers, Pike & McLaughlin 309 First National Bank Building
- McLean, Dickson-Lumberton, N. C. McLean & Stacy The National Bank of Lumberton Building Drawer 1087
- McLean, Edward D.-Mankato, Minn. Smith & McLean 402 National Citizens Bank Building
- McLendon, L. P.—Greensboro, N. C. Brooks, McLendon, Brim & Holderness Southeastern Building
- McLoughlin, James J.-New York 6, N. Y. 111 Broadway
- McNamara, J. Paul.—Columbus 8, Ohio Druggan & Gingher 8 East Long Street

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- McNamara, William F.—Chicago 3, Ill. Fidelity & Casualty Company of N. Y. 135 South LaSalle Street
- McNeal, Harley J.-Cleveland 13, Ohio 1250 Terminal Tower Building
- McNeal, Ira B.—Sharon, Pa. Service, McNeal, Cusick & Isenberg 107 East State Street
- McNett, Walter-Ottumwa, Iowa McNett, Kuhns & McNett 106 North Market Street
- McTighe, Desmond J.-Norristown, Pa. McTighe, Markel & Coates 400 DeKalb Street
- McVay, Don-Leroy, Ohio General Counsel, Ohio Farmers Ins. Co.

## N

- Naman, W. W.-Waco, Texas Naman, Howell & Boswell Amicable Building
- Nangle, John J.—St. Louis 2, Mo. Utilities Insurance Company 4th Floor Pierce Building
- Nash, Francis M.—Bradford, Pa. Nash & Mutzabaugh City Hall
- Naujoks, Herbert H.—Chicago 2, Ill. Ekern, Meyers & Matthias 1 North LaSalle Street
- \*Nave, Frederic G.-Tucson, Ariz. Valley National Bank Building
- Neal, Robert R.—Chicago 4, Ill. Assistant General Counsel North American Accident Ins. Co. 209 S. LaSalle Street
- Neale, Ben M.—Springfield, Mo. Neale, Newman, Neale, Freeman & Wampler 701-708 Woodruff Building
- Neely, Edgar A.—Atlanta, Ga. Neely, Marshall & Greene 1040 Hurt Building
- NEELY, ROBERT D.—Omaha, Neb. Dressler & Neely Brandeis Theater Building
- Nelson, ARTHUR E.-St. Paul 1, Minn. Nelson & Mohan 1615 Pioneer Building
- Nelson, P. H.—Columbia 23, S. C. Nelson, Mullins & Grier 902-905 Palmetto Building
- Nelson, Robert M.-Memphis 3, Tenn. Columbian Mutual Tower
- Nessit, Frank F.-Washington 5, D. C. Metropolitan Bank Building

- Newman, Daniel S.—Pittsburgh 19, Pa. 2415 Grant Building Dickie, Robinson & McCamey
- Newman, Harriss-Wilmington, N. C. 908 Murchison Building
- NICHOLS, HENRY W.—New York 6, N. Y. Vice-President and General Counsel National Surety Corporation 4 Albany Street
- Nicholson, Robert J.-Youngstown 3, Ohio 715 Mahoning Bank Building
- Nickerson, Palmer R.—Baltimore 2, Md. Due, Nickerson & Whiteford 605 Title Building
- Niehaus, John M.—Chicago 2, Ill. Miller, Gorham, Wescott & Adams One North LaSalle Street
- NILLES, HERBERT G.—Fargo, N. D. Nilles, Oehlert & Nilles 504 Black Building
- Nix, Abit—Athens, Ga. Erwin, Nix & Birchmore Southern Mutual Building
- Nolan, Henry G.—Calgary, Alberta, Canada Hannah, Nolan, Chambers, Might & Saucier 600-603 Lancaster Building
- NOLL, ROBERT M.-Marietta, Ohio Peoples Bank Building
- Noonan, Charles F.—Minneapolis, Minn. Dorsey, Coleman, Barker, Scott & Barber 1300 First National Soo Line Building
- Noone, Charles A.—Chattanooga 2, Tenn. Suite 603, Chattanooga Bank Building
- NORDMARK, GODFREY-Denver 2, Colo. McComb, Nordmark & Zarlengo 1020 First National Bank Building
- NORMANN, FRANK S.-New Orleans 12, La. 16th Floor, Hibernia Bank Building
- Notnagel, Leland H.-Toledo 4, Ohio Lord, Hayward, Smith & Notnagel Nicholas Building
- Nugent, James E.-Kansas City 6, Mo. Morrison, Nugent, Berger, Hecker & Buck 17th Floor, Bryant Building
- Nulton, P. E.-Pittsburg, Kas. Nulton & Letton First National Bank Building
- NUTTLE, HAROLD C.—Baltimore 3, Md. Atty. Claim Dept., Fidelity & Deposit Company of Maryland Fidelity Building

## O

O'BRIEN, F. J.-Rochester, Minn. 115 First Avenue, S.W.

- O'Brien, MATTHEW J.—Chicago 4, Ill. O'Brien, Hanrahan & Keogh 3520 Board of Trade Building
- O'CONNOR, JAMES H.—Syracuse 2, N. Y. Brown, Mangin & O'Connor 1603 State Tower Building
- ODOM, H. TALBOT-Greenwood, Miss. Box 674
- O'FARRELL, WILLIAM T.—Charleston, W. Va. Brown, Jackson & Knight Kanawha Valley Building
- O'Hara, James M.—Utica, N. Y. 309 Foster Building and 117 W. Dominick Street Rome, N. Y.
- O'HEARN, JOHN V.—St. Paul 4, Minn. Anchor Casualty Company 2700 University Avenue
- O'Herin, William-St. Louis 1, Mo. Walther, Hecker, O'Herin & Walther 506 Olive Street
- O'Kelley, A. Frank-Tallahassee, Fla. Keen & O'Kelley Rose Building
- OLDS, JAMES-Akron 8, Ohio (H. A. Waltz & James Olds) 913 Second National Building
- OLIVER, ALLEN-Cape Girardeau, Mo. Oliver & Oliver 402-406 Himmelberger-Harrison Bldg.
- OLIVER, RICHARD L.—Los Angeles 14, Calif. Oliver & Corfman 535 Roosevelt Building 727 West 7th Street
- O'MALLEY, THOMAS J.-New York, N. Y. 45 John Street
- OMAN, RALPH-Topeka, Kas. Stone, McClure, Webb, Johnson & Oman National Bank of Topeka Building
- O'NEIL, EDWARD T.—Fond du Lac, Wis. General Claims Attorney Threshermens Mutual Insurance Co. 104 South Main Street
- ORLANDO, SAMUEL P.-Camden, N. J. 709 Market Street
- ORR, CHARLES N.—St. Paul 1, Minn. Orr, Stark & Kidder Minnesota Building
- ORR, GEORGE WELLS-New York 7, N. Y. 80 John Street
- OSBORNE, H. P.-Jacksonville 1, Fla. OSborne, Copp & Markham 1625 Barnett National Bank Building P. O. Box 537
- Owens, Dean-Rome, Ga.
  Matthews, Owens & Maddox
  13½ East Third Avenue

Owens, Grover T.—Little Rock, Ark. Owens, Ehrman & McHaney Pyramid Building

## P

- PALMER, RAY G.—Duluth 2, Minn. Hunt, Palmer & Hood 800 Lonsdale Building
- PARK. ARTHUR A.—San Francisco 4, Calif. Worthington, Park & Worthington Russ Building
- PARKER, ALEXANDER W.—Richmond 19, Va. Christian, Barton, Parker & Boyd 506 Mutual Building
- PARKER, G. W., JR.—Fort Worth, Texas Bryan, Stone, Wade & Agerton 2206 Fort Worth National Bank Building
- PARKER, HAROLD T.-Mt. Holly, N. J. Powell & Parker 117 Main Street
- PARKER, LEO B.—Kansas City 6, Mo. Parker & Knipmeyer 900 Waltower Building
- Parnell., Andrew W.-Appleton, Wis. Benton, Bosser, Becker & Parnell 115 North Appleton Street
- Parrish, J. L. Jr.-Des Moines, Iowa Parrish, Guthrie, Colflesh & O'Brien 902 Register & Tribune Building
- Parry, R. P.-Twin Falls, Idaho Parry, Keenan, Robertson & Daly Fidelity National Bank Bldg., Box 534
- PATTERSON, J. B.—Wichita 2, Kan.
  Hershberger, Patterson, Hook, Kirkpatrick &
  Jones
  1301 Union National Bank Building
- PAUSCH, FRED E.—Baltimore 3, Md. Manager, Bonding Claim Dept., Maryland Casualty Company
- PEEBLES, JAMES McADEN—Nashville, Tenn. Tyne, Peebles, Henry & Tyne National Building
- Pelgrift, DeLancey-Hartford 3, Conn. Pelgrift, Blumenfeld & Nair 49 Pearl Street
- Pender, Wm. C.—Norfolk 19, Va. Pender & Robertson 619 Western Union Building
- Pentecost, F. J.—Henderson, Ky.
  Pentecost & Dorsey
  300-304 Ohio Valley National Bank Building
- Perry, Bennett H.—Henderson, N. C. Perry & Kittrell Law Building
- Petrini, James—Bakersfield, Calif. Borton, Petrini, Conron & Borton Professional Building, Box 528

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- PFAU, WILLIAM E.-Youngstown 3, Ohio 710-711 Union National Bank Building
- PHELAN, THOMAS N., K.C.—Toronto, Ontario, Can Phelan, O'Brien & Phelan Federal Building
- Pickrel, Wm. G.—Dayton 2, Ohio Pickrel, Schaeffer & Ebeling 613-625 Gas & Electric Building
- PIERCE, CLAYTON B.—Oklahoma City 2, Okla.

  Pierce, Rucker, Mock, Tabor & Duncan
  2401 First National Bank Building
- PIERSON, WELCOME D-Oklahoma City 2, Okla. Short & Pierson 1515 First National Building
- PIKE, MILES N.—Reno, Nev. Ayres, Pike & McLaughlin 309 1st National Bank Building
- PIRNIE, NELSON R.—Albany 7, N. Y. Ainsworth & Sullivan State Bank Building
- PITTS, J. L.—Alexandria, La. Stafford & Pitts Guaranty Bank Building
- Pitts, William McLean-Selma, Ala. Pitts & Pitts 10081/2 Water Avenue
- PLATZ, HENRY A.—Lansing, Mich. Wolverine Insurance Company
- PLAUCHE, S. W.—Lake Charles, La. Plauche & Plauche Weber Building
- PLEDGER, CHARLES E. JR.—Washington 5, D. C. Washington Building
  15th Street and New York Avenue N.W.
- Poisson, Louis J.-Wilmington, N. C. Poisson, Campbell & Marshall 420 Tide Water Building
- POMERENE, WARNER M.—Coshocton, Ohio Pomerene & Burns Coshocton National Bank Building
- POORE, HARRY T.-Knoxville 02, Tenn. Poore, Kramer, Cox & Overton Fidelity Bankers Trust Building
- POPPER, JOSEPH W.-Macon, Ga. Persons Building
- PORTEOUS, WM. A. JR.-New Orleans 12, La. Porteous & Johnson 2008 American Bank Building
- Powell, ARTHUR G.—Atlanta 3, Ga.
  Powell, Goldstein, Frazer & Murphy
  Citizens & Southern National Bank Bldg.
- Powers, Leland-Boston 10, Mass. Powers & Hall 30 Federal Street
- PRICE, PAUL E.—Chicago 2, Ill. McKinley & Price 33 North LaSalle Street

- PRICKETT, WILLIAM—Wilmington 7, Del. 404 Equitable Building
- PRIEST, MYRL F.—St. Paul 4, Minn. Anchor Casualty Company 2700 University Avenue
- Pringle, Samuel W.—Pittsburgh 19, Pa. Dalzell, McFall, Pringle & Bredin 450 Fourth Avenue
- Proctor, Charles W.-Worcester 8, Mass. Proctor, Killeen & Howard 390 Main Street
- PRYOR, THOMAS BRADY, JR.—Fort Smith, Ark. Pryor, Pryor & Dobbs Merchants National Bank Building

## Q

- QUINLIVAN, RAY J.-St. Cloud, Minn. Atwood & Quinlivan Western Union Building
- QUINN, HENRY I.-Washington 5, D. C. Woodward Building

## R

- RALEY, DONALD W.—Canton 2, Ohio Lynch, Day, Lynch, Cope & Ketterer 1110 First National Bank Building
- RAMEY, T. B., Ju.-Tyler, Texas Ramey, Calhoun, Marsh, Brelsford & Sheehy Citizens National Bank Building
- RAMIREZ, CHARLES E.—Ancon, C. Z. Van Siclen & Ramirez 6 Tivoli Avenue, P. O. Box 124
- RANDALL, JOHN D.-Cedar Rapids, Iowa American Trust Building
- RAUB, EDWARD B., JR.—Indianapolis 4, Ind. White, Wright & Boleman Room 1510 Merchants Bank Building
- RAY, FRANK O.-Alpine, Texas 214-217 Fuller Building
- RAY, PAUL H.—Salt Lake City 1, Utah Ray, Quinney & Nebeker Suite 921, Kerns Building
- Reagan, Franklin E.-St. Louis 1, Mo. Sievers & Reagan 1515 Paul Brown Building
- REAVILL, R. B.-Duluth 2, Minn. Holmes, Mayall, Reavill & Neimeyer 900 Alworth Building
- REDEKER, HARRY S.—Philadelphia 1, Pa.
  The Fidelity Mutual Life Ins. Co.
  The Parkway at Fairmount Avenue
- REDFORD, CARROLL M.-Glasgow, Ky. Farmers National Bank Building
- REED, CLYDE—Fort Wayne 2, Ind. Eggeman, Reed & Cleland 1201 Old First Bank Building

- Reed & Beers 537 Black Building
- Reed, Henry J.—Chicago 3, Ill.
  Claim Attorney for Zurich Ins. Co.
  135 S. LaSalle Street
- Reed, Peter—Cleveland, Ohio McKeehon, Merrick, Aiter & Stewart 2800 Terminal Tower
- REEDER, P. E.-Kansas City 2, Mo. Suite 809, Scarritt Building
- Reeves, G. L.—Tampa 1, Fla. Reeves, Allen & Johnson Box 2111
- REID, MAX B.—Blytheville, Ark. Reid, Evrard & Roy Lynch Building
- REYNOLDS, FRANCIS V.—Providence 3, R. 1. 724 Industrial Trust Building
- REYNOLDS, HUGH E.—Indianapolis 4, Ind. Slaymaker, Merrell, Locke & Reynolds 750 Consolidated Building
- RHOBES, CHRIS L.—Tulsa 3, Okla. Crouch, Rhodes & Crowe 1128 Hunt Building
- RHODES, FREDERICK ATLAS—Kansas City 10, Mo. Central Surety & Insurance Corp. P. O. Box 207
- RICE, J. PERCIVAL-Dallas 1, Texas 24th Floor, Mercantile Bank Building
- RICE, ROBERT H.-Elyria, Ohio Elyria Savings Building
- RICH, ERNEST A.-Minneapolis 2, Minn. 826 First National Soo-Line Building
- RICHARDSON, CHESTER D.-Kenosha, Wis. Dale Building
- RICHARDSON, FORREST E.—Portland 3, Maine Robinson, Richardson & Leddy 85 Exchange Street
- RICHARDSON, JOHN E.-Glasgow, Ky.
  New Farmers National Bank Building
- RIEPE, CARL C.—Burlington, Iowa Hirsch, Riepe & Wright 506-13 Tama Building
- RIVERS, GEORGE L. BUIST—Charleston, S. C. Hagood, Rivers & Young 28 Broad Street, Box 903
- Rives, At. G.—Birmingham 3, Ala. Jackson, Rives & Pettus 818-21 Massey Building
- ROBBIE, JOSEPH H., JR.-Mitchell, S. D. 207 Realty Building
- ROBERTS, E. A.—Philadelphia 1, Pa.
  President, Fidelity Mutual Life Ins. Co.
  The Parkway at Fairmount Avenue

- ROBERTS, H. MELVIN—Cleveland, Ohio Howell, Roberts & Duncan 1026 Guardian Building
- ROBERTS, KLINE L.—Columbus 15, Ohio Knepper. White & Dempsey 5 East Long Street
- ROBERTS, M. M. —Hattiesburg, Miss. Heidelberg & Roberts Citizens Bank Building
- ROBERTS, MELVIN M.—Cleveland, Ohio Howell, Roberts & Duncan 1026 Guardian Building
- Robertson, J. B.-Kansas City 13, Mo. Employers Reinsurance Corporation P. O. Box 2088
- ROBINETTE, IVAN—Phoenix. Ariz.

  Gust, Rosenfeld, Divelbess, Robinette & Linton
  Professional Building
- ROBINSON, CLEMENT F.—Portland 3, Maine Robinson, Richardson & Leddy 85 Exchange Street
- ROBINSON, HOWARD L.—Clarksburg, W. Va. Robinson & Stump Union Bank Building
- ROBINSON, MEMORY L.—Birmingham 3, Ala. Lange. Simpson, Robinson & Somerville 1029 Frank Nelson Building
- ROBINSON, THOMAS N.—Benton Harbor, Mich. 403 Fidelity Building
- ROCAP, JAMES E.—Indianapolis 4, Ind. Rocap & Rocap 129 East Market Street
- ROCHE, DONALD M.—Chicago 4, Ill. Continental Casualty Company 175 West Jackson Blvd., Room 715
- RODE, ALFRED—Seattle 1, Wash. Shank. Belt, Rode & Cook 1401 Joseph Vance Building
- Rodey, Pearce Condington—Albuquerque, N. M. Rodey, Dickason & Sloan First National Bank Building P. O. Box 558
- ROEMER, ERWIN W.—Chicago 3, Ill. Gardner, Carton & Douglas 33 South Clark Street
- Rogoski, Alexis J.-Muskegon, Mich. Hackley Union National Bank Building
- ROLLINS, H. BEALE-Baltimore 2, Md. 629 Title Building
- ROMANACH, GUILLERMO DIAZ-Havana, Cuba Obispo No. 53, The Trust Company Bldg.
- ROSEWATER, STANLEY M.—Omaha 2, Neb. Rosewater, Mecham, Shackelford & Stoehr City National Bank Building
- Ross, James H.—Oklahoma City, Okla. Ross & Earnheart APCO Tower

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- ROWE, ROYCE G.—Chicago 40, Ill.
  Lumbermens Mutual Casualty Co.
  Mutual Insurance Building
  4750 Sheridan Road
- ROYSTER, JOHN H.—Peoria 2, 111. 809 Central National Bank Building
- RUARK, ROBERT—Raleigh, N. C. Ruark & Ruark Suite 1008, Insurance Building
- RUDOLPH, HAROLD W.-New Canaan, Conn. Gerrish Lane
- RUNALS, CLARENCE R.—Niagara Falls, N. Y. Franchot, Runals, Cohen, Taylor & Mallam 425-446 Gluck Building
- RUNKLE, CLARENCE B.—Los Angeles, 14, Calif. Crider, Runkle & Tilson 650 South Spring Street
- Rust, Adlai H.—Bloomington, Ill.
  Gen. Counsel, State Farm Mutual Auto Ins. Co.
  State Farm Mutual Building
- RUTHERFORD, W. HAROLD—Chicago 4, Ill. Hartford Accident & Indemnity Co. 1329 Insurance Exchange
- Ryan, Charles F.—Rutland, Vt. Ryan, Smith & Carbine Mead Building
- Ryan, Frank P.—Worcester 8, Mass. Ryan & Harrington 332 Main Street
- Ryan, Lewis C.—Syracuse, N. Y. Hancock, Dorr, Ryan & Shove Hills Building
- RYAN, STANLEY M.—Janesville, Wis. Dougherty, Grubb & Ryan 401 Jackman Building

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- SADLER, W. H.—Birmingham 3, Ala. Sadler & Sadler 1316 Comer Building
- SADLER, W. H., Jr.—Birmingham 3, Ala . Sadler & Sadler 1316 Comer Building
- SALMON, CARL S.-Amsterdam, N. Y. 53 East Main Street
- SALMON, DEL B.—Schenectady 5, N. Y. 521 State Street
- SAMPSON, RICHARD HUNT-Los Angeles 14, Calif. Tripp, Callaway, Sampson & Dryden 210 West Seventh Street
- SANFORD, WILLIAM C.—Reno, Nev. Withers, Edwards, Sanford & Horgan 43 North Sierra Street
- Sapp, Armistrab, W.—Greensboro, N. C. Sapp & Moore 604 Dixie Building

- SARGENT, A. H.—Cedar Rapids, Iowa Sargent, Spangler & Hines Merchants National Bank Building
- SAVAGE, LEONARD H.—Oklahoma City 2, Okla. Savage, Gibson & Benefield 2701 APCO Tower
- SAWYER, ELMER WARREN-New York, N. Y. Watters, Cowen & Baldridge 116 John Street
- SAWYER, HERBERT S.-Miami 32, Fla. Evans, Mershon, Sawyer, Johnston & Simmons First National Bank Building Box 1390 (8)
- SAXBY, RUSSELL G.—Columbus 16, Ohio Care White Castle System 555 West Goodale Street, P. O. Box 1498
- SCALLEN, RAYMOND A.—Minneapolis 2, Minn. Faegre & Benson 1260 Northwestern Bank Building
- Schacht, Wm. C.—Rochester, Minn. Schacht & Schacht 100 First Avenue Building
- SCHELL, WALTER O.—Los Angeles 14, Calif. Schell & Delamer 215 W. Seventh Street
- SCHENCK, WILLIAM E.—New York 7, N. Y. U. S. Guarantee Company 90 John Street
- Schisler, J. Harry-Baltimore 3, Md.
  Mgr. and Attorney Claim Department
  Fidelity & Deposit Company of Maryland
  and American Bonding Co. of Baltimore
  Fidelity Building
- SCHLIPF, ALBERT C.—Springfield, III. Brown, Hay & Stephens 714 First National Bank Building
- SCHLOTTHAUER, GEORGE McD.-Madison, Wis. Grelle & Schlotthauer 105 Monona Avenue
- SCHNEIDER, PHILIP J.—Cincinnati 2, Ohio Waite, Schindel & Bayless 1318 Union Central Life Building
- SCHOBINGER, WILLIAM—New York 3, N. Y. London Guarantee & Acc. Co. 55 Fifth Avenue
- SCHOENBORN, J. URLIN-Columbus, Ohio Knepper, White & Dempsey 5 East Long Street
- SCHROEDER, H. J.-Stevens Point, Wis. Hardware Mutual Casualty Company
- SCHULTZ, PETER A.—Buffalo, N. Y. Steele & Schultz 1054-60 Ellicott Square
- SCHWARTZ, WILBUR C.-St. Louis 1, Mo. 722 Chestnut Street
- Scott, John W.—Joplin, Mo.
  Scott & Scott
  Suite 512-516, Joplin National Bank Bldg.

- Scott, Paul R.-Miami 6, Fla.
  Loftin, Anderson, Scott, McCarthy & Preston
  Ingraham Building, Box 1069
- Scott, PAUL W.—Huntington, W. Va.
  Scott & Ducker
  Suite 1100, 1st Huntington Nat. Bank Bldg.
- Scroggie, Lee J.-Detroit 26, Mich. Lacey, Scroggie, Lacey & Buchanan Dime Building
- SEARL, WILLIAM C.—Lansing, Mich. Secretary and General Counsel, Auto-Owners Insurance Company 615 North Capitol Avenue, Box 660
- SEARS, BARNABAS F.—Aurora, III. Sears & Streit
- SEARS, BURTON P.—Evanston, III. Associate General Counsel Washington National Insurance Co. 610 Church Street
- Seiler, Robert E.—Joplin, Mo. Seiler, Blanchard & VanFleet Joplin National Bank Building
- SELLERS, CHARLES W.—Cleveland 14, Ohio Thompson, Hine & Flory Guardian Building
- SEMPLE, HAROLD R.-Providence, R. I. 208 Turks Head Building
- Sexton, John J.-St. Paul 1, Minn. Sexton & Kennedy 534 Minnesota Building
- SHACKELFORD, GEO. S. JR.—Roanoke 3, Va. Cocke, Hazelgrove & Shackelford Colonial-National Bank Bldg., Box 565
- SHACKLEFORD, R. W.—Tampa 2, Fla. Shackleford, Farrior & Shannon 700 Tampa Theatre Building
- SHAFFER, HERBERT-Cincinnati 2, Ohio Waite, Schindel & Bayless 1318 Union Central Life Building
- Shands, Dugas—Cleveland, Miss.

  Masonic Building
- Shannon, George T.—Tampa 2, Fla. Shackleford, Farrior & Shannon 700 Tampa Theatre Building
- SHAPIBO, JOSEPH G.—Bridgeport, Conn. Shapiro & Daly 945 Main Street
- SHARPE, HOWARD D.-Boston 9, Mass. Willard, Allen & Mulkern 100 Milk Street
- SHAYLOR, CLYDE L.—Ashtabula, Ohio National Bank Building
- Sheppard, James C.-Los Angeles 13, Calif. Sheppard, Mullin, Richter & Balthis 458 South Spring Street
- \*SHEREFF, JAY-New York, N. Y. 325 East 79th Street

- SHERIDAN, BERNARD L.—Paola, Kan. Sheridan, Bishop & Sullivant Whitaker Building
- SHERIFF, JOHN C.—Pittsburgh 19, Pa. Sheriff, Lindsay, Weis & McGinnis Law & Finance Building
- SHERWOOD, HERBERT M.—Providence 3, R. I. Sherwood & Clifford 1003 Turks Head Building
- SHETLER, STANLEY L.—Chicago, III.
  Counsel, Zurich General Accident & Liability
  Insurance Company
  135 South LaSalle Street.
- SHIELDS, DAN B.—Salt Lake City 1, Utah 419 Judge Building
- SHIPMAN, F. L.—Troy, Ohio Shipman & Shipman 320 West Main Street
- SHOHL, WALTER M.—Cincinnati 2, Ohio Dinsmore, Shohl, Sawyer & Dinsmore 1218-1225 Union Central Building
- Shotwell, Alden T.-Monroe, La. Shotwell & Brown Ouachita National Bank Building
- SHUGHART, HENRY M.-Kansas City, Mo. Commerce Building
- SHULL, DELOSS P.—Sioux City 9, Iowa Shull & Marshall 1109 Badgerow Building
- SHUTTLEWORTH, V. C.—Cedar Rapids, Iowa Elliott, Shuttleworth & Ingersoll Merchants National Bank Building
- SIMPSON, JAMES A.—Birmingham 3, Ala. Lange, Simpson, Robinson & Somerville 1029 Frank Nelson Building
- SINNETT, THOMAS P.—Rock Island, Ill. Sinnett & Britton State Bank Building
- SKEEL, E. L.—Seattle 4, Wash.
  Skeel, McKelvy, Henke, Evenson & Uhlmann
  Insurance Building
- Skeen, J. H.-Baltimore 2, Md. Frank, Skeen & Oppenheimer 1508 First National Bank Building
- SKUTT, V. J.—Omaha, Nebraska Home Office Counsel Mutual Benefit Health & Accident Association 3816 Farnam Street
- SLATON, JOHN M.—Atlanta 3, Ga.
  Suite 1009 The 22 Marietta Street Building
- St. Aven, Lant R.-Williamson, W. Va. National Bank of Commerce Bldg.
- SMALLWOOD, JOHN M.—Russellville, Ark. Bank of Russellville Building
- SMALLWOOD, ROBERT L. JR.-Oxford, Miss.

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- SMITH, C. DOUGLAS—Santa Barbara, Calif. Griffith & Thornburg 7 West Figueroa Street
- SMITH, CHARLES F.-Wausau, Wis. Smith, Okoneski, Puchner & Tinkham 427 4th Street, Thorp Finance Bldg.
- SMITH, CHASE M.—Chicago 40, Ill. Smith, Rowe, Howe, Hurley & Bloom Mutual Insurance Building 4750 Sheridan Road
- SMITH, CLATER W.—Baltimore 2. Md. Clarke, Thomsen & Smith Baltimore Trust Building
- SMITH, E. B.—Boise, Idaho Idaho Building
- SMITH, FORREST S.—Jersey City 2, N. J. Edwards, Smith & Dawson 1 Exchange Place
- SMITH, H. L.-Tulsa 3, Okla. 430-33 Kennedy Building
- SMITH, JULIUS C.—Greensboro, N. C. Gen. Counsel, Jefferson Standard Life Ins. Co. Smith, Wharton & Jordan Jefferson Standard Building
- SMITH, ROBERT H.—Toledo 4, Ohio Effler, Eastman, Stichter & Smith 902 Home Bank Building
- SMITH, SYLVESTER C., JR.—Newark 1, N. J. General Attorney, The Prudential Insurance Company of America 18 Bank Street
- SMITH, THOMAS LYNWOOD—Asheboro, N. C. Law Building
- SMITH, WILLIAM P.—Chicago 4, Ill. c/o Continental Casualty Co. 310 South Michigan Ave.
- Smith, Willis-Raleigh, N. C. Smith, Leach & Anderson Security Bank Building
- SMITHSON, SPURGEON L.—Kansas City 6, Mo. Smithson & Stubbs 724 Rialto Building
- SNATTINGER, IRWIN-Topeka, Kan. National Bank of Topeka Building
- SNODGRASS, PHILIP N.—Madison 3, Wis. General Casualty Company 117 East Wilson Street
- Snow, C. B.—Jackson, Miss. Butler & Snow Deposit Guaranty Bank Building
- Snow, Edward L.—Meridian, Miss. Snow & Covington Threefoot Building, P. O. Box 786
- Snyder, Henry L.—Allentown, Pa. Snyder, Wert & Wilcox 510 Hamilton Street

- Spain, Frank E.—Birmingham 3, Ala. Spain, Gillon, Grooms & Young 408 First National Building
- Speer & Hoffman

  First National Bank Building
- Spellman, Fred B. H.—Alva, Okla. Mauntel & Spellman Box No. 299
- SPRAY, JOSEPH A.—Los Angeles 14, Cal f. Spray, Davis & Gould 341 Roosevelt Building 727 W. 7th Street
- SPRINKLE, PAUL C.—Kansas City 6, Mo. Sprinkle & Knowles 515 Lathrop Building
- STAFFORD, HAROLD E.—Chippewa Falls, Wis. Stafford & Stafford First National Bank Building
- St. Clair, Ashley-Boston 17, Mass. Liberty Mutual Insurance Company 175 Berkeley Street
- STANLEY, ARTHUR J., JR.—Kansas City 10, Kan. Stanley. Stanley, Schroeder, Weeks & Thomas 1106 Huron Building
- STANLEY, W. E.-Wichita 2, Kan.
  Depew, Stanley, Weigand, Hook & Curfman
  830 First National Bank Building
- STANT, DONALD T.-Bristol, Va.-Tenn. Stant & Roberts Reynolds Arcade Building
- STATHERS, WILLIAM G.—Clarksburg, W. Va. Stathers, Stathers & Cantrall Goff Building
- STECHER, JOSEPH D.—Toledo 4, Ohio Yager, Bebout & Stecher 1054-1060 Toledo Trust Building
- Steele & Schultz 1054-1060 Ellicott Square
- STEPHENS, OSCAR A.—Youngstown 3, Ohio Stephens & Young 1102 Mahoning Bank Building
- Stevens, John Morgan-Jackson 107, Miss. Stevens & Stevens Standard Life Building, P. O. Box 906
- STEWART, DON W.-Lincoln 8, Neb. Stewart & Stewart 1412 Sharp Building
- STEWART, JOSEPH R.-Kansas City 10, Mo. Asst. to General Counsel Kansas City Life Insurance Co. 3520 Broadway
- STICHTER, WAYNE E.-Toledo 4, Ohio Effler, Eastman, Stichter & Smith 9th Floor, Home Bank Building

- STICKEL, FRED G. JR.—Newark 2, N. J. Stickel & Stickel Raymond Commerce Building
- STILWILL, C. F.—Sioux City 13, Iowa Stilwill, Brackney, Stilwill & Wilson Davidson Building
- STINER, L. R.-Hastings, Nebr. Stiner, Boslaugh & Stiner Clarke Building
- STOCKWELL, E. L.-Los Angeles 14, Calif. Pacific Finance Building
- STONE, AYTCHMONDE P. JR.—Springfield, Mo. Stone & Smith Woodruff Building
- STONE, ROBERT—Topeka, Kan.
  Stone, McClure, Webb, Johnson & Oman
  National Bank of Topeka Building
- Storey & Bailey 16 North Market Square
- STOUDT, JAMES W.—Reading, Pa. Body, Muth & Rhoda 541 Court Street
- STOVER, WALTER-Watertown, S. D. First Citizens National Bank Building
- STRASBURGER, HENRY W.-Dallas 1, Texas Strasburger, Price, Holland, Kelton & Miller Gulf States Building
- STRATTON, HUBERT C.—Syracuse, N. Y. Bond, Schoeneck & King 1400 State Tower Building
- STRITE, EDWIN D.—Chambersburg, Pa. 306 Chambersburg Trust Company Bidg.
- SULLIVAN, CHARLES B.—Albany 7, N. Y. Ainsworth & Sullivan State Bank Building
- SULLIVAN, JOHN F.-Mandan, N. D. Sullivan, Fleck, Kelsch & Lord First National Bank Building
- Sutherland, Robert J.-Madison 3, Wis. Schubring, Ryan, Peterson & Sutherland The Power & Light Building
- SWAINSON, CLARENCE A.—Cheyenne, Wyo. Hynds Building
- Swanson, ALVIN W.-Minneapolis 2, Minn. Durham & Swanson 1440 Northwestern Bank Building
- SWANSTROM, GERALD M.-Milwaukee 2, Wis. The Northwestern Mutual Life Ins. Co. 720 East Wisconsin Avenue
- SWARTZ, C. DONALD—Philadelphia 7, Pa. Swartz, Campbell & Henry Lincoln-Liberty Building
- Sweet, Joe G.—San Francisco 4, Calif. Hadsell, Sweet & Ingalls Financial Center Building

- SWEET, WILLIAM P.-Kansas City, Mo. 916 Walnut St. Bldg., 3rd Floor
- SWETTZER, J. MEARL-Wausau, Wis. Gen. Counsel, Employers Mut. Liab. Ins. Co. 407 Grant Building
- Swisher, B. F.-Waterloo, Iowa Swisher, Cohrt & Swisher Waterloo Building
- Swisher, Warren C.—Chicago 4, Ill. Continental Casualty Company 310 South Michigan Avenue
- SYKES, ROBERT H.-Durham, N. C. 410-11-12 Geer Building, Box 376
- SYMONS, NOEL S.—Buffalo 2, N. Y. Rann, Brown, Sturtevant & Kelly 440 M. & T. Building

## T

- TANGEMAN, CARL-Columbus, Ohio Vorys, Sater, Seymour & Pease 52 E. Gay Street
- TAYLOR, EDWARD I.—Hartford 15, Conn. The Century Indemnity Co. 670 Main Street
- TAYLOR, LOWELL—Memphis 3, Tenn. Taylor, Quick & Watson Commerce Title Building
- TEN EYCK, BARENT-New York 5, N. Y. Spence, Hotchkiss, Parker & Duryee 40 Wall Street
- THOMAS, ADELBERT W.-Cleveland 15, Ohio 1220 B. F. Keith Building
- THOMAS, ULYSSES S.—Buffalo 2, N. Y. 719 White Building
- THOMPSON, FLOYD E.—Chicago 3, III.
  Poppenhusen, Johnston, Thompson &
  Raymond
  II South LaSalle Street
- THOMPSON, GROVER C.-Lexington 3, Ky. First National Bank & Trust Co. Bldg.
- THOMPSON, WILL C.—Dallas 1, Texas Thompson, Knight, Harris, Wright & Weisberg Republic Bank Building
- THOMSEN, ROSZEL C.—Baltimore 2, Md. Clark, Thomsen & Smith Baltimore Trust Building
- THORNBURY, P. L.—Columbus 16, Ohio Farm Bureau Mutual Auto Ins. Co. 246 North High Street
- THURMAN, HAL C.—Dallas 9, Texas Braniff Airways, Love Field
- TINKHAM, RICHARD P.—Hammond, Ind. Tinkham & Tinkham 708 Calumet Building
- TOBIN, ROBERT P.—Chicago 3, Ill. 135 South LaSalle Street

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- TOERAAS, OSCAR T.-Madison 3, Wis. Wilkie, Toebaas, Hart & Jackman 111 South Hamilton Street
- TOLBERT, RAYMOND A.—Oklahoma City 2, Okla. Embry, Johnson, Crowe, Tolbert & Shelton 640 First National Building
- TOLER, JOHN L.—New Orleans 12, La. Chaffe, McCall, Bruns, Toler & Phillips 724 Whitney Building
- TOMPKINS, OSCAR L.-Dothan, Ala. Newberry Building
- TOOHY, CLIFFORD M.—Detroit 26, Mich. Dime Bank Building
- TOPPING, PRICE H.—New York 3. N. Y. Guardian Life Ins. Co. of America 50 Union Square
- Touchstone, Lucian-Dallas 1, Texas 1108 Magnolia Building
- TOUCHSTONE, O. O.-Dallas 1, Texas 1108 Magnolia Building
- Towers, C. D.-Jacksonville 2, Fla. Rogers, Towers & Bailey 508 Consolidated Building
- Townsend, Mark, Jr.—Jersey City N. J. Townsend & Doyle 921 Bergen Avenue
- Trantham, Homer—Columbus 15, Ohio Hengst & Trantham Room 1035, 17 South High Street
- TRAVIS, CECIL F.—Jackson 107, Miss. Lotterhos, Travis & Dunn 1019 Standard Life Building
- TRAYNOR, MACK V.—Devils Lake, N. D. Traynor & Traynor 8-9-10-11 Mann Building
- TRESSLER, DAVID L.—Chicago 3, Ill. Kitch, Moore & Tressler 1200-105 South LaSalle Street
- TRIPLETT, ARTHUR FAIRFAX-Pine Pluff, Ark. National Building
- TRIPPE, ALVIN C.-Kansas City, Mo. Hogsett, Trippe, Depping & Houts 2900 Fidelity Building
- TRUSCOTT, WILLIAM J.—Seattle 4, Wash. Ballinger, Hutson & Truscott Hoge Building
- TSCHUDI, HAROLD—Baltimore 2, Md. Semmes, Bowen & Semmes Baltimore Trust Building
- TUBB, THOMAS JEFFERSON-West Point, Miss. 18 Court Street
- TUCKER, R. C.—Kansas City 6, Mo. Harding, Murphy & Tucker 831 Scarritt Building

- Tucker, Warren C.-Utica, N. Y. Tucker & Bisselle P. O. Drawer 530
- Turner, Mark N.-Buffalo 2, N. Y. Rann, Brown, Sturtevant & Kelly 440 M & T Building
- TURPIN, ROBERT M.—Midland, Texas Whitaker, Turpin, Kerr, Smith & Brooks First National Bank Building P. O. Box 913
- TYLER, MORRIS-New Haven 9, Conn. Gumbert, Corbin, Tyler & Cooper 205 Church Street

#### U

- UGHETTA, CASPER B.-New York 7, N. Y. 90 John Street
- ULRICH, LESLIE R.—Cleveland 14, Ohio Garfield, Baldwin, Jamison, Hope & Ulrich 1425 Guardian Building
- Upson, J. Warren-Waterbury 89. Conn. Bronson, Lewis, Bronson & Upson 111 W. Main Street
- Uzzell, T. A. Jr.—Asheville 2, N. C. Johnson & Uzzell P. O. Box 7526, Court House Station

## v

- VANALSBURG, DONALD J.—Detroit 26, Mich. Detroit Automobile Inter-Ins. Exchange 400 United Artists Building
- VAN CLEAVE, THOMAS M.—Kansas City 12, Kan. McAnany, Alden, Van Cleave & Phillips 604 Commercial National Bank Building
- VANDUZER, ASHLEY M.—Cleveland 13, Ohio McKeehan, Merrick, Arter & Stewart Terminal Tower
- VAN DYKE, JAMES W.-Paris, Tenn. Van Dyke & Dunlap Commercial Bank Building
- VAN FLEET, HERBERT-Joplin, Mo. Seiler, Blanchard & Van Fleet Joplin National Bank Building
- VAN ORMAN, FRANCIS-Newark 2, N. J. V.-P. & G. C., Bankers Indemnity Ins. Co. 15 Washington Street Box 247
- Van Orman, Wayne—New York 7, N. Y. Van Orman & Harmon 90 John Street
- VAN SICLEN, WM. A.-Bayside, N. Y. 32-19 211th Street
- VARNUM, LAURENT KIMBALL—Grand Rapids, Mich. Travis, Merrick, Varnum & Riddering 1000 Michigan Trust Building

- VISER, MORTIMER-Louisville, Ky.
  Davis, Boehl, Viser & Marcus
  Kentucky Home Life Building
- Vogel, Leslie H.—Chicago 3, Ill. Vogel & Bunge Suite 901, Borland Building 105 South LaSalle Street

#### w

- WAECHTER, ARTHUR J. JR.—New Orleans 12, La. Jones, Flanders, Waechter & Walker 842 Canal Building
- WAGNER, RICHARD C.—New York 7, N. Y.
  Association of Casualty & Surety Executives
  60 John Street
- WALBURG, HARRY E.—Newark 2, N. J. Cox and Walburg Raymond-Commerce Building 11 Commerce Street
- WALKER, HENRY B.—Evansville 16, Ind. Walker & Walker 406 Old National Bank Building
- WALKER, HENRY B., JR.—Evansville 16, Ind. Walker & Walker 406 Old National Bank Building
- WALKER, HOWARD C.—Akron, Ohio Walker & Alpeter 1003 Second National Building
- WALKER, WM. M.—Rock Island, Ill. Connelly & Walker First National Bank Building
- WALLER, T. S.—Paducah, Ky. Waller, Threlkeld & Whitlow 501-06 Citizens Savings Bank Bldg.
- WALSWORTH, ROSCOE-Boston 9, Mass. 100 Milk Street
- WALTON, MILLER-Miami 32, Fla. Walton, Hubbard, Schroeder, Lantaff & Atkins 913 Alfred I Du Pont Building
- WALTZ, HAROLD ADDISON—Akron 8, Ohio Waltz & Olds 912-3-4 Second National Building
- WARD, D. L.-New Bern, N. C. Dunn Building
- WARDLE, FREDERICK C.—Detroit 26, Mich. Claims Attorney, American Associated Insurance Companies 1521 National Bank Building
- Ware, Owen Waller-Baton Rouge, La. Albritton, Ware & Litton 610 Roumain Building
- WARNER, C. E.-Minneapolis 2, Minn. 928 First National Soo Line Building
- WARNER, C. F.-Kansas City, Mo. 1206 Fairfax Building 11th & Baltimore

- WARNER, HENRY C.-Dixon, Ill. Box 184, Warner Building
- WARNER, MILO J.-Toledo 4, Ohio Doyle, Lewis & Warner Nicholas Building
- WARREN, F. G.—Sioux Falls, S. D. Boyce, Warren & Fairbank Boyce Building
- WARREN, THEODORE E.—Ashtabula, Ohio Peoples Building & Loan Building
- WASSELL, THOMAS W.-Dallas 1, Texas Interurban Building
- WATKINS, THOMAS G.—Nashville 3, Tenn. Watkins & Crownover 723-25-27 Stahlman Building
- WATKINS, THOMAS H.—Jackson 105, Miss. Watkins & Eager Standard Life Building
- WATKINS, WILLIAM H.-Jackson 105, Miss. Watkins & Eager Standard Life Building
- WATROUS, CHARLES A.-New Haven 7, Conn. P. O. Box 1656
- WATSON, JAMES W.-Memphis, Tenn. Taylor, Quick & Watson 950 Commerce Title Building
- WATTAM, C. C.—Fargo, N. D. Wattam, Vogel & Vogel 201/2 Broadway
- WATTERS, THOMAS, JR.—New York 7, N. Y. Watters, Cowen & Baldridge 116 John Street
- WATTS, OLIN E.—Jacksonville 2, Fla. Jennings & Watts Barnett National Bank Building
- WAY, ALEXANDER B., Jr.—Boston 9, Mass. Cryan & Way 33 Broad Street
- Webb, D. C.-Knoxville 8, Tenn. Green, Webb & McCampbell 800 Burwell Building
- Webb, Robert L.-Topeka, Kan. Stone, McClure, Webb, Johnson & Oman National Bank of Topeka Building
- WEBER, JOHN A.-Medina, Ohio
- Webster, Luther Ira-Rochester 4, N. Y. Webster, Lamb & Webster 714 Union Trust Building
- WEECH, C. SEWELL—Baltimore 3, Md. Attorney and Vice President, New Amsterdam Casualty Company 227 St. Paul Street
- Weeks, Thomas N.-Waterville, Maine Perkins, Weeks & Hutchins Depositors Trust Building

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- WEH, ROBERT M.—Cleveland, Ohio Burgess, Fulton & Fullmer 1250 Terminal Tower
- WEICHELT, GEORGE M.—Chicago 4, Ill.
  Dent, Weichelt & Hampton
  1111 The Rookery Bldg., 209 S. LaSalle St.
- WEIGAND, LAWRENCE—Wichita 2, Kan. Depew, Stanley, Weigand, Hook & Curfman Suite 830, First National Bank Building
- Weiss, STUART PAUL—New Orleans 12, La. Weiss & Weiss 1214-20 Carondelet Building
- WELCH, W. S.—Laurel, Miss. Welch, Cooper & Welch First National Bank Bldg., Box 817
- Wells, Maxwell W.-Orlando, Fla. Maguire, Voorhis & Wells P. O. Box 633
- Wells, ROBERT W.—Reno, Nev. Morgan, Brown & Wells Byington Building
- Wells, W. Calvin, III—Jackson 102, Miss. Wells, Wells, Newman & Thomas Lamar Life Building
- WERNER, VICTOR DAVIS-New York 6, N. Y. Suite 2304-19 Rector Street
- Wesley, George B.—New York 3, N. Y. Phoenix-London Group 55 Fifth Avenue
- West, Roger H.-Daytona Beach, Fla. 116 South Beach Street, P. O. Box 310
- Whaley, Thomas B.—Columbia, S. C. Wise & Whaley 700-1-2 Liberty Life Building
- WHALEY, VILAS H.-Racine, Wis. 408-411 Badger Building
- WHITAKER, R. A.-Kinston, N. C. First-Citizens Bank Building Box 281
- WHITE, ANDREW J. JR.—Columbus 15, Ohio Knepper, White & Dempsey 5 East Long Street
- WHITE, HARVEY E.—Norfolk 10, Va. White & Ryan Citizens Bank Building
- WHITE, JACOB S.—Indianapolis, Ind. White, Wright & Boleman Merchants Bank Building
- WHITE, LOWELL—Denver 2, Colo. White & Holland 550 Equitable Building
- WHITE, MORRIS E.—Tampa 2, Fla.
  Fowler, White, Gillen, Yancey & Humkey
  Citizens Building
- WHITE, THOMAS E.—New York City Fidelity & Deposit Co. of Maryland 140 William Street

- WHITE, W. H.-Gulfport, Miss. White & Morse Abstract Building
- WHITEHOUSE, BROOKS-Portland, Maine Verrill, Dana, Walker, Philbrook & Whitehouse First National Bank Building
- WHITFIELD, ALLEN—Des Moines 9, Iowa Whitfield, Musgrave, Selvy & Fillmore 616 Insurance Exchange Building
- WICKER, JOHN J. JR.—Richmond 21, Va. 501 Mutual Building
- Wickersham, F. Brewster-Harrisburg, Pa. Metzger & Wickersham 501 Keystone Bldg., 22 S. 3rd Street
- WICKHAM, ARTHUR—Milwaukee 2, Wis. Quarles, Spence & Quarles 828 North Broadway
- WICKHAM, WILLIAM A.—Detroit 32, Mich. Standard Accident Insurance Company 640 Temple Avenue
- WILBERT, PAUL L.—Pittsburg, Kansas Keller, Burnett, Owsley & Wilbert 204 National Bank Building
- WILBOURN, JAMES COX—Meridian, Miss. Wilbourn, Miller & Wilbourn Citizens National Bank Building
- WILBOURN, R. E.—Meridian, Miss. Wilbourn, Miller & Wilbourn Citizens National Bank Building
- \*WILCOX, MARSHALL E.-Columbus 8, Ohio 1009 Palmer Road
- WILES, ARTHUR W.—Columbus 15, Ohio Wiles & Doucher Huntington Bank Building
- WILEY, JOHN F.-Washington, Pa. Marriner & Wiley Washington Trust Building
- WILLARD, RALPH H.—Boston 9, Mass. Willard, Allen & Mulkern 100 Milk Street
- WILLIAMS, HAROLD L.-Medina, Ohio Public Square
- WILLIAMS, IRA J.—Philadelphia 10, Pa. White & Williams 1930 Land Title Building
- WILLIAMS, LEIGH D.-Norfolk 10, Va. Williams, Cocke & Tunstall 322 Citizens Bank Building
- WILLIAMS, ROBERT RANSOM—Asheville, N. C. Williams, Cocke & Williams Jackson Building
- WILLIAMS, R. W. JR.—Baton Rouge 6, La. 714 Louisiana National Bank Building
- Willson, George C.-St. Louis 2, Mo. Willson, Cunningham & McClellan 1930 Boatmen's Bank Building
- WILMER, G. W. A.- Middletown, Ohio Savings & Loan Building

- WINANS, WILLIAM M.—New York 16, N. Y. G. W. & W. M. Winans 21 East 40th Street
- WINDOLPH, F. LYMAN-Lancaster, Pa. 121 East King Street
- WINGER, MAURICE H.-Kansas City 6, Mo. Winger, Barker & Winger 1100 Waltower Building
- WINKLER, JOHN H.—Columbus 16, Ohio Farm Bureau Mutual Auto Ins. Co. 246 N. High Street
- Winslow, Francis E.—Rocky Mount, N. C. Battle, Winslow & Merrell Box 269
- Winsor, Carl I.-Wichita 2, Kan. Winsor & Bond 602 Schweiter Building
- Wise, CHESTER G.—Akron 8, Ohio Wise, Roetzel, Maxon, Kelly & Andress 1110 First-Central Tower
- WISECARVER, R. P.-San Francisco 4, Calif. 315 Montgomery Street
- WITHERSPOON, GIBSON B.-Meridian, Miss. 716-720 Threefoot Building
- Wood, A. C.-Houston 2, Texas Wood, Gresham, McCorquodale & Martin 1801 Commerce Building
- Wood, Borden-Portland 5, Ore. King & Wood 926 American Bank Building
- Wood, Edward L.—Denver 2, Colo. 812 Equitable Building
- WOODARD, E. C.—Chicago 3, Ill. 135 South LaSalle Street
- WOODIN, GLENN W.-Dunkirk, N. Y. Woodin & Woodin Lester Building
- Woons, M. T.-Sioux Falls, S. D. Bailey, Voorhees, Woods & Fuller 200 Bailey-Glidden Building
- Woodward, Ernest-Louisville 2, Ky. Woodward, Dawson, Hobson & Fulton 1805-26 Kentucky Home Life Building
- WOODWARD, FIELDEN-Louisville 2, Ky. Woodward, Dawson, Hobson & Fulton 1805-26 Kentucky Home Life Building
- Woolsey, Robert A.—Galesburg, Ill. Woolsey, Stickney & Lucas Weinberg Arcade
- WOOTTON, E. H.-Hot Springs, Ark.
  Wootton, Land & Matthews
  Arkansas National Bank Building
- WRIGHT, BARRY-Rome, Ga. Wright, Rogers, Magruder & Hoyt 339 Broad Street
- WRIGHT, GRAHAM-Rome, Ga. Barron Building

- WRIGHT, BURRELL-Indianapolis, Ind. White, Wright & Boleman Merchants Bank Building
- WRIGHT, CLIVE L.—Jamestown, N. Y.
  Jamestown Mutual Insurance Co.
  Fenton Building
- WRIGHT, CLYDE H.—Canton 2, Ohio Lynch, Day, Lynch, Cope & Ketterer 1110 First National Bank Building
- WRIGHT, EDWARD L.-Little Rock, Ark. Buzbee, Harrison & Wright 1025 Pyramid Building, Box 1260
- WRIGHT, ISAAC C.-Wilmington, N. C. Murchison Building, Box 208
- WRIGHT, KERNS-Van Wert, Ohio 1011/2 East Main Street
- WYMAN, LOUIS ELIOT-Manchester, N. H. Wyman, Starr, Booth, Wadleigh & Langdeli 45 Market Street.

#### Y

- YANCEY, BENJAMIN W.—New Orleans 12, La. Terriberry, Young, Rault & Carroll Whitney Bank Building
- YANCEY, GEORGE W.-Birmingham 3, Ala. London & Yancey 1007 Massey Building
- YEGGE, RONALD V.—Denver 2, Colo. January & Yegge 604 Equitable Building
- YONT, ALONZO E.—Boston 16, Mass. Yont & Yont Park Square Building
- Yont, Laurence Dickson-Boston 16, Mass. Yont & Yont Park Square Building
- Young, CLYDE L.—Bismarck, N. D. Young, McGray & Morris Provident Life Building
- Young, Frank M.—Birmingham 3, Ala. Spain, Gillon, Grooms & Young 408 First National Building
- Young, RAYMOND G.—Omaha 2, Neb. Young & Williams 624 Omaha National Bank Building
- Young, Robert F.—Dayton 2, Ohio Harshman & Young 1201 Third National Bank Building

#### 7

- ZARLENGO, ALBERT E.—Denver 2, Colo. McComb, Nordmark & Zarlengo 1020 First National Bank Building
- ZURETT, MELVIN H.—Rochester 4, N. Y. Brown & Zurett 920 Reynolds Arcade Building

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# Geographical Membership List

(\*Members in Armed Forces of the United States)

#### ALABAMA

# ARIZONA

Anniston Merrill, Hugh D. Merrill, Hugh D., Jr.

Birmingham

Blakey, James C.
Bouldin, Walter
Cabaniss, Jelks H.
Clark, James E.
Dunn, Evans

Grooms, Hobart
Jackson, J. Kirkman
Martin, William Logan
Mead, J. S.
Mudd, J. P.
Rives, Al G.
Robinson, Memory L.

Robinson, Memory L. Sadler, W. H. Sadler, W. H., Jr. Simpson, James A. Spain, Frank E. Yancey, George W. Young, Frank M.

Decatur Eyster, Chas, H.

Dothan

Buntin, T. E.

Tompkins, Oscar L.

Gadsden

Dortch, Wm. B.

Lusk, John A., Jr.

Martin, Frank J.

Mobile Adams, Robert F. Armbrecht, William H., Jr.

Montgomery

Baker, Sam Rice
Ball, Charles A.
Ball, Fred S.
Crenshaw, Files
Crenshaw, Jack
Meader, Henry C.

Opelika Denson, N. D.

Selma Pitts, William McLean

Tuscaloosa Jones, DeVane King Madison, J. G. Phoenix
Divelbess, Harold L.
McKesson, Theodore G.
Robinette, Ivan

Tucson Lepine, Abraham \*Nave, Frederic G.

ARKANSAS

Blytheville Reid, Max B.

Fort Smith Pryor, Thomas Brady, Jr.

Hot Springs Wootton, E. H.

Jonesboro Barrett, Joe C.

Little Rock
Barber, A. L.
Burrow, Lawrence B.
Henry, E. A.
Owens, Grover T.
Wright, Edward L.

Pine Bluff Triplett, Arthur Fairfax

Daggett, C. E.

Russellville
Smallwood, John M.

#### CALIFORNIA

Bakersfield Petrini, James

Marianna

Long Beach Ball, Joseph A.

Los Angeles
Anderson, Newton E.
Bauder, Reginald I.
Belcher, Frank B.
Bettelheim, B. K.
Betts, Forrest Arthur
Blalock, James T.
Catlin, Frank D.
Catlin, Henry W.
Crider, Joe, Jr.
Duque, Henry
Ely, Walter

Gallagher, Lasher Barrington Hughes, James W. Jarrett, Joseph W. Kearney, J. L. McConnell, F. Britton Murphy. Kenneth J. Oliver, Richard L. Runkle, Clarence B. Sampson, Richard Hunt Schell, Walter O. Sheppard, James C. Spray, Joseph A. Stockwell, E. L.

Oakland Heafey, Edwin A.

San Diego Driscoll, John Gerald, Jr.

San Francisco
Barfield, Charles V.
Bronson, E. D.
Caldwell, Lester M.
Cooley, Arthur E.
Dinkelspiel, Martin J.
Levit, Bert W.
Park, Arthur A.
Sweet, Joe G.
Wisecarver, R. P.

Santa Barbara Smith, C. Douglas

Ventura Henderson, Edward

#### CANADA

Calgary, Alberta Fenerty, Robert Lloyd Douli Nolan, Henry G.

Edmonton, Alberta Grant, Charles H., K.C.

Montreal Brais, F. Philippe, K. C. Lacoste, Roger, K. C.

Toronto, Ontario Agar, Thomas J., K. C. Davidson, W. C., K. C. Phelan, Thomas N.

Vancouver, B. C. DuMoulin, L. St. M. Locke, C. H., K. C.

Winnipeg, Manitoba Aikins, G. H., K. C. Guy, Robert D.

#### COLORADO

Denver Bannister, L. Ward Berman, H. \*Blount, G. Dexter Bryans, William A., III
Coit, Darwin D.
Harrington. Mark H.
Hutton, William E.
January, Samuel M.
Laws, Arthur H.
Long, Lawrence A.
McComb, Edgar
Nordmark, Godfrey
White, Lowell
Wood, Edward L.
Yegge, Ronald V.
Zarlengo, Albert E.

Pueblo Burris, William T.

#### CONNECTICUT

Bridgeport enapiro, Joseph G.

Hartford
Beckwith, Oliver R.
Berry, Joseph F.
Cox, Berkeley
Dew, W. Braxton
Don Carlos, Harlan S.
Downs, Walter W.
Dully, Frank E.
Faude, John Paul
Hall, Robert E.
Harbison, Hugh
Harvey, Thomas P.
Heard, Manning W.
Jainsen, Wilson C.
Pelgrift, DeLancey
Taylor, Edward I.

New Canaan Rudolph, Harold W.

New Haven Tyler, Morris Watrous, Charles A.

Norwich James, Charles V.

Waterbury Upson, J. Warren CUBA

Havana

Romanach, Dr. Guillermo Diaz

#### DELAWARE

Wilmington Klaw, Abel Morford, James R. Prickett, William

#### DISTRICT OF COLUMBIA

Washington Arth, Charles W.

Apri

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Vald

Way

Hon

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Clifford, Clark M.

\*Dunn, Ralph P.
Frost, Norman B.
Gallagher, Bernard J.
McInerney, Wilbert
Mercier, Lucien H.
Myers, Frank Hammett
Nesbit, Frank F.
Pledger, Charles E., Jr.
Ouinn, Henry I.

#### FLORIDA

Daytona Beach Green, Alfred A. West, Roger H.

Fort Myers Franklin, J. A. Holt, Parker

Fort Pierce Liddon, Walker

Arnow, Winston E.
Clayton, E. A.
Jordan, Birkett F.
Lazonby, J. Lance

Jacksonville
Ashby, Clarence G.
Gray, Harry T.
Howell, Charles Cook
Howell, Charles Cook, Jr.
Lane, Edward L., Jr.
Markham, J. Henson
Marks, Sam R.
Mathews, John Elie
May, Philips
Milam, Arthur Y.
McCarthy, Edward, Jr.
McIlvaine, Eugene T.
Osborne, H. P.
Towers, C. D.
Watts, Olin E.

Miami
Anderson, Robert H.
Atkins, C. Clyde
Blackwell, T. J.
Brown, C. L.
DeJarnette, H. Reid
Dixon, James A.
Dyer, David W.
Fleming, Edward E.
Knight, Dewey
Lantaff, William C.
McKay, John G.
Mershon, M. L.
Morehead, Charles A.
Sawyer, Herbert S.
Scott, Paul R.

Walton, Miller

Ocala
Ferguson, D. Niel

Orlando Gurney, J. Thomas Maguire, Raymer F. Wells, Maxwell W.

Pensacola Beggs, E. Dixie Fisher, William, Jr. Fisher, William Merritt, Richard H.

St. Petersburg Askew, Erle B. Barton, Robert M.

Tallahassee O'Kelley, A. Frank

ampa
Ferguson, Chester H.
Fowler, Cody
Kelly, T. Paine, Jr.
Reeves, G. L.
Shackleford, R. W.
Shannon, George T.
White, Morris E.

Vero Beach Merriman, L. M.

West Palm Beach Earnest, Robert L. Lewis, R. K.

#### GEORGIA

Athens Nix, Abit

Atlanta
Bryan, William Lyle
Cody, Welborn B.
Frazer, James N.
Gambrell, E. Smythe
Greene, Harry L.
Long, T. J.
Marshall, Rembert
Matthews, Douglas W.
McClatchey, Devereaux F.
Middlebrooks, Grover
Neely, Edgar A.
Powell, Arthur G.
Slaton, John M.

Augusta
Bussey, James S.
Fulcher, Edwin Dent
\*Heffernan, Henry J.
Hull, James M.

Columbus Foley, Frank D.

Macon Anderson, R. Lanier, Jr. Jones, C. Baxter Popper, Joseph W. Rome

47

Owens, Dean Wright, Barry Wright, Graham

Valdosta Langdale, Harley

Waycross Barnes, Mack

#### HAWAII

Honolulu Beebe, Eugene H.

#### IDAHO

Boise

Eberle, J. Louis Smith, E. B.

Twin Falls Parry, R. P.

#### ILLINOIS

Aurora Sears, Barnabas

Bloomington
Barry, Edward, Jr.
Coleman, Fletcher B.
Rust, Adlai H.

Champaign Dobbins, R. F.

Chicago

Anderson, Dorman C. Arrington, W. Russell Beck, N. L. Bloom, Herbert L. Braun, Joseph H. Breen, John M. Brodie, Joseph P. Brown, Garfield W. Bunge, George C. Caples, William G. Chalmers, William W. Clausen, Donald N. Coen, Thomas M. Dammann, J. Francis Dent, Louis Lee Doten, Roger D. Dunn, Richard Joseph Ekern, Herman L. Fiedler, George French, Glendon E. Gorton, Victor C. Hamilton, John S., Jr. Hampton, John P. Hawkins, Kenneth B. Hawxhurst, Ralph R. Henry, John A. Hinshaw, Joseph

Kadyk, David J. Keller, Paul E. Kennedy, Hayes King, John C. Kitch, John R. Klohr, Philip C. Levin, Samuel Lloyd, L. Duncan Locke, L. J. Lord, John S. Luce, Robert T. MacNamara, H. S. Marshall, Lester B. Matthias, Russell H. McKenna, James J. McNamara, William F Merley, K. L. Merrick, Hubert C. Moore, Robert M. Moser, Henry S. Mulvihill, Alfred F. Naujoks, Herbert H. Neal, Robert R. Niehaus, John M. O'Brien, Matthew J. Price, Paul E. Reed, Henry J. Roche, Donald M. Roemer, Erwin W. Rowe, Royce G. Rutherford, W. Harold Shetler, Stanley L. Smith, Chase M. Smith, William P. Swisher, Warren C. Thompson, Floyd E. Tobin, Robert P. Tressler, David L. Vogel, Leslie H. Weichelt, George M. Woodard, E. C.

Dixon Warner, Henry C.

East St. Louis
Baker, Harold G.
Driemeyer, Henry
Lesemann, Ralph F.

Evanston Sears, Burton P.

Freeport Burrell, David M.

Galesbury Woolsey, Robert A.

Mattoon Kelly, Fred H.

Peoria

Barnes, George Z. Heyl, Clarence W. Hunter, Jay T. McLaughlin, Eugene D. Royster, John H.

Topeka

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Rockford Hall, Roy F. Knight, William D.

Rock Island Sinnett, Thomas P. Walker, Wm. M.

Springfield
Gillespie, Louis F.
Hodges, Earl S.
Schlipf, Albert C.

#### INDIANA

Columbia City
Gates, Benton Earl
Evansville
Bamberger, Frederick P.
Walker, Henry B.
Walker, Henry B., Jr.

Fort Wayne
Aiken, Arthur L.
Baird, R. F.
Reed, Clyde

Hammond Tinkham, Richard P.

Indianapolis
Adams, Robert A.
Cooper, Harry P., Jr.
Gallagher, Edward Paul
Merrell, C. F.
Murray, James L.
Raub, Edward B., Jr.
Reynolds, Hugh E.
Rocap, James E.
White, Jacob S.
Wright, Burrell

Marion Campbell, John O.

Muncie Clark, Ray W.

Rockville McFaddin, John M.

Rushville Kiplinger, John H.

South Bend Doran, M. Edward Farabaugh, Gallitzen A. Loomis, Oliver M.

Terre Haute Dix, Floyd E.

Vincennes Emison, Ewing

IOWA

Burlington Riepe, Carl C. Cedar Rapids
Dutton, W. L.
Randall, John D.
Sargent, A. H.
Shuttleworth, V. C.

Des Moines
Ahlers, Paul F.
Colflesh, R. W.
Fillmore, F. S.
Fowler, Rex H.
Guthrie, Thomas J.
Hynes, John F.
Miller, Alex M.
Miller, Oliver H.
Musgrave, Edgar
Parrish, J. L., Jr.
Whitfield, Allen

Dubuque Kenline, H. C.

Mason City Breese, Garfield E.

Ottumwa McNett, Walter

Sheldon Murray, George C.

Shenandoah Keenan, Thomas W.

Sioux City Harper, H. C. Shull, Deloss P. Stillwill, C. F.

Waterloo Beers, Glenn B. Reed, H. M. Swisher, B. F.

#### KANSAS

Concordia Hunt, Charles L.

Fort Scott Hudson, Douglas

Hutchinson Carey, William D. P.

Kansas City
Boddington, Edward M.
Gates, Lewis R.
Stanley, Arthur J., Jr.
Van Cleave, Thomas M.

Paola Sheridan, Bernard L.

Burnett, C. A. Keller, A. B. Nulton, P. E. Wilbert, Paul L.

#### LOUISIANA

Topeka
Baker, G. Clay
Brewster, George M.
Colmery, Harry W.
Goodell, Lester M.
Hunt, John H.
Meyers, Allen
Oman, Ralph
Snattinger, Irwin
Stone, Robert
Webb, Robert L.

Wichita
Kahrs, William A.
Patterson, J. B.
Stanley, W. E.
Weigand, Lawrence
Winsor, Carl I.

#### KENTUCKY

Ashland Dysard, W. H. Levi, Clyde R.

Bowling Green Bell, Charles R.

Elizabethtown Layman, J. R.

Frankfort Morris, Leslie W.

Glasgow Redford, Carroll M. Richardson, John E.

Hartford Catinna, Walter L.

Henderson Pentecost, F. J.

Lexington Keenon, R. W. Thompson, Grover C.

Louisville
Boehl, Herbert F.
Curtis, L. R.
Dawson, Charles I.
Hobson, Robert P.
Morris, Charles W.
Viser, Mortimer
Woodward, Ernest
Woodward, Fielden

Owensboro
Anderson, E. B.
Bartlett, Clarence
McCarroll, Clarence

Paducah Waller, T. S.

Pikeville Hobson, J. P., Jr.

Winchester Davis, Stephen T. \*Ginsberg, George J.
Gist, Howard B.
Pitts, J. L.

Bastrop Madison, George T.

Baton Rouge
Albritton, William Louis
Brooks, L. W.
Hardin, Calvin Evans, Jr.
Ware, Owen Waller
Williams, R. W., Jr.

Lake Charles
Anderson, Richard A.
King, Alvin O.
McCoy, Charles A.
Plauche, S. W.

Monroe
Brown, Clyde R.
Davis, Ronald L.
Gunby, George
Lamkin, E. T.
Shotwell, Alden T.

New Orleans Adams, St. Clair, Jr. Beard, Leslie P. Bienvenu, P. A. Blue, George R. Burke, Gibbons Christovich, Alvin R. Curtis, Henry B. Fenner, Charles Payne, Jr. Flanders, Bert, Jr. Foster, John C. Hammett, H. L. Johnson, F. Carter, Jr. Jones, Joseph Merrick Kammer, Alfred Charles Kearney, William J., Jr. Levy, Leonard B. Marks, Sumter D. McCall. Harry McClendon, William H., Jr. Montgomery, Richard B., Jr. Moreno, Arthur A. Normann, Frank S. Porteous, Wm. A., Jr. Toler, John L. Waechter, Arthur J., Jr. Weiss, Stuart Paul Yancey, Benjamin W.

Shreveport Browne, Percy N. Mayer, Charles L.

MAINE

Bangor Mitchell, James E.

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#### Portland

Berman, Jacob H. Mahoney, William B. Richardson, Forrest E. Robinson, Clement F. Whitehouse, Brooks

Skowhegan Merrill, William Folsom

Waterville Weeks, Thomas N.

#### MARYLAND

#### Baltimore

Albert, Milton A. Bartlett, Thomas N. Carman, Robert R. Cathcart, E. Kemp Clarke, William F. Combs, Hugh D. Denmead, Garner W. Duckett, O. Bowie, Jr. \*Harrison, Walter V. Hartman, Charles C. Holmes, Arthur C. Kerr, Nelson R. LeViness, Charles T. Lilly, A. J. Littleton, Oliver W. Luhn, John A. McFall, John M. Murray, Clapham, Jr. Nickerson, Palmer R. Nuttle, Harold C. Pausch, Fred E. Rollins, H. Beale Schisler, J. Harry Skeen, J. H. Smith, Clater W. Thomsen, Roszel C. Tschudi, Harold Weech, C. Sewell

## Bel Air

McComas, Chas. H.

#### MASSACHUSETTS

#### Boston

Andrews, Earl E. Bickford, Arthur F. Clennon, Eugene M. Cook, Robert A. B. Elliott, Robert Raymond Field, Elias Gleason, Gay Goodale, Charles F. Hemry, Leslie P. Kearsley, Herbert J. Lawton, James F. Marryott, Franklin J. McLaughlin, D. Hayes Moeller, Frederick A. Powers, Leland

St. Clair, Ashley Sharpe, Howard D. Walsworth, Roscoe Way, Alexander B., Jr. Willard, Ralph H. Yont, Alonzo E. Yont, Laurence Dickson

#### Brockton

Carlson, Alphon N.

#### Springfield

Gordon, Gurdon W. Handy, John F.

### Weston

Field, Richard H.

#### Worcester

Grahame, Orville F. Howard, Frank Milton, Charles C. Proctor, Charles W. Ryan, Frank P.

#### MICHIGAN

#### Ann Arbor

Burke, Louis E.

Bay City Black, Albert W. Brooker, James K.

#### Benton Harbor

Hammond, J. Tedford Robinson, Thomas N.

Alexander, E. Dean BeGole, Ari M. Brown, Howard D. Buchanan, G. Cameron Carey, L. J. Cary, George H. Cooper, George J. Coulter, Clark C. Crawford, Milo H. Davidson, Carl F. Dilworth, Wilfrid C. Dodd, Lester P. Eggenberger, William J. Jamieson, Robert G. Johnson, Harold A. Lacey, Ralph B. Laymon, Paul E. Mansfield, Walter A. Mason, Stevens T. Scroggie, Lee J. Toohy, Clifford M. VanAlsburg, Donald J. Wardle, Frederick C.

#### Escanaba

McGinn, Denis

Wickham, William A.

Grand Rapids
Allaben, F. Roland
Cholette, Paul E.
Varnum, Laurent Kimball

Kalamazoo Dalm, Jacob A. Jackson, H. Clair

Lansing
Jennings, Clayton F.
Kelley, Dean W.
Masters, Richard C.
Platz, Henry A.
Searl, William C.

Marquette Eldredge, Ralph R.

Muskegon Rogoski, Alexis J.

Rapid City McCaslin, William R.

Saginaw
Crane, Lloyd T.
Crane, William E.
Heilman, Ferdinand D.

Saulte Ste. Marie Hudson, Roberts P.

#### MINNESOTA

Albert Lea Knudson, Bennett O.

Duluth
Atmore, George W.
Hunt, Rollo F.
Montague, J. E.
Palmer, Ray G.
Reavill, R. B.

Mankato McLean, Edward D.

Minneapolis Brenner, Hugh L. Brooks, Wright W. Carroll, Harold J. Durham, F. H. Freeman, Wm. H. Geer, Arthur B. Guesmer, Arnold L. Mahoney, Geoffrey P. Meagher, I. E. \*Miley, Mortimer B. McEachron, John A. Jr. McGough, Paul J. Noonan, Charles F. Rich, Ernest A. Scallen, Raymond A. Swanson, Alvin W. Warner, C. E.

Rochester O'Brien, F. J. St. Cloud Quinlivan, Ray J. St. Paul Benson, Palmer Cummins, Ray E. Kelley, James E.

Schacht, Wm. C.

Cummins, Ray E. Kelley, James E. Nelson, Arthur E. O'Hearn, John V. Orr, Charles N. Priest, Myrl F. Sexton, John J.

#### MISSISSIPPI

Aberdeen Holmes, George Maynard

Clarksdale Brewer, Edward C.

Cleveland Shands, Dugas

Greenwood Odom, H. Talbot

Gulfport White, W. H.

Hattiesburg Heidelberg, R. W. Roberts, M. M.

Hazelhurst
Henley, William S.
Jackson
Dunn, Vardaman S.
Eager, Pat H., Jr.
Hendrick, Leon F.
Hulen, Mrs. Elizabeth W.
Jones, L. Barrett
Lipscomb, Hubert S.
Snow, C. B.
Stevens, J. Morgan
Travis, Cecil F.
Watkins, William H.

Wells, W. Calvin, III

Laurel Welch, W. S.

Meridian
Covington, J. A., Jr.
Gillespie, Robert G.
Snow, Edward L.
Wilbourn, James Cox
Wilbourn, R. E.
Witherspoon, Gibson B

Oxford Smallwood, Robert L.

Tupelo Anderson, John R.

Vicksburg Dent, Robert L.

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#### West Point

Tubb, Thomas Jefferson

#### MISSOURI

#### Cape Girardeau Oliver, Allen

#### Hannibal Carstarphen, Harry

#### Jefferson City Blair, James T., Jr.

#### Joplin Bond, Ray Scott, John W. Seiler, Robert E. Van Fleet, Herbert

#### Kansas City Ahlvin, Robert E. Bellemere, Fred Buck, Henry W. Curran, Ray W. Eager, Henry I. Garrity, Stanley Gordon, George L. Howell, Charles M., Jr. Johnson, Lowell R. Kelley, Thomas D. Knowles, William F. Koontz, Paul G. Michaels, William C. Morse, Rupert G. Mosman, O. C. Nugent, James E. Parker, Leo B. Reeder, P. E. Rhodes, Frederick Atlas Robertson, J. B. Shughart, Henry M. Smithson, Spurgeon L. Sprinkle, Paul C. Stewart, Joseph R. Sweet, William P. Trippe, Alvin C. Tucker, R. C.

#### Mexico Fry, W. Wallace

#### Poplar Bluff Hyde, Robert C.

Warner, C. F. Winger, Maurice H.

# St. Louis Alexander, Alonzo A. Anderson, Roscoe Barnard, Herbert E. Ely, Wayne Frobase, Roy H.

# Gantner, George Hecker, Harold F. Heneghan, George E. Hocker, Lon O. Hocker, Lon, Jr. Leahy, John S. Leahy, John S., Jr. Lucas, Wilder Mayne, Walter R. McHaney, Powell B. Moser, W. Edwin Nangle, John J. O'Herin, William Reagan, Franklin E. Schwartz, Wilbur C. Willson, George C.

# Springfield Mann, Frank C. Miller, J. Weston Neale, Ben M. Stone, Aytchmonde P., Jr.

#### MONTANA

Billings		
Jameson,	W.	J

#### Butte Corette, Robert D.

#### Glendive Hildebrand, Raymond

#### Great Falls Speer, J. W.

#### NEBRASKA

Benkelman		
Hines, Leo	n L	

#### Chadron Crites, E. D.

#### Falls City Chaney, Paul P.

#### Hastings Conway, Jas. D. Stiner, L. R.

# Lincoln Aitken, Philip M. Baylor, F. B. Cline, Earl Devoe, Robert W. Doyle, Lewis R. Fraizer, C. C. Stewart, Don W.

#### Norfolk Deutsch, Frederick M.

#### North Platte Clarke, Rush C. Murphy, Milton C.

St. Joseph
Brown, Robert A., Jr.
Douglas, Richard L.
Garvey, Joseph M.

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Omaha

47

Barton, John L. Cleary, G. J. Crossman, Raymond M. DeLacy, G. L. Fraser, William C. Gross, Daniel J. Kuhns, Barton H. May, Albert E. Neely, Robert D. Rosewater, Stanley M. Skutt, V. J. Young, Raymond G.

York

Dougherty, John E.

#### NEVADA

Furth, John D., Jr. McLaughlin, John T. Pike. Miles N. Sanford, William C. Wells, Robert W.

#### NEW HAMPSHIRE

Burns, Stanley M.

Manchester

Devine, Maurice F. Wyman, Louis Eliot

#### **NEW JERSEY**

Atlantic City Bolte, G. Arthur

Cole. Maurice Y.

Burlington

Bunting, Charles T.

Camden

Carroll, Walter R. Lloyd, Frank T., Jr. Orlando, Samuel P.

Jersey City

Carey, Robert Carpenter, James D., Jr. Markley, Edward A. Smith, Forrest S. Townsend, Mark, Jr.

Mt. Holly

Parker, Harold T.

Newark

Coult, Joseph Cox, William H. D. Foley, Gerald T. Francis, John J. Kristeller, Lionel P. McKennett, Fred A. Smith, Sylvester C., Jr. Stickel, Fred G., Jr. Van Orman, Francis Walburg, Harry E.

Paterson

Evans, William W.

#### **NEW MEXICO**

Albuquerque

Dailey, Joseph L. Rodey, Pearce Coddington

Roswell

Frazier, Lake Jenkins

Santa Fe

Gilbert, Carl H.

#### NEW YORK

Albany

Conners, John J., Jr. Gallagher, Donald Pirnie, Nelson R. Sullivan, Charles B.

Amsterdam

Salmon, Carl S.

Bayside

VanSiclen, William A.

Binghamton

Kramer, Donald W.

Buffalo

Adams, Harold J. Baier, Milton L. Barth, Philip C. Brown, Edmund S. Brown, Franklin R. Hassett, William D. Schultz, Peter A. Steele, Gordon Symons, Noel S. Thomas, Ulysses S. Turner, Mark N ...

Dunkirk

Woodin, Glenn W.

Elmira

Harpending, A. H.

Jamestown

Fletcher, William H., Jr. Wright, Clive L.

New York City

Beha, James J. Blanchet, George Arthur Butler, A. Prentiss Butler, Charles P. Butler, William Canty, Frank J. Caverly, Raymond N. Cox, L. C. Crosby, George R.

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Cunningham, Fred D. Curran, Robert Emmett Delaney, William F., Jr. Dickens, Donald J. Dimond, Herbert F. Dodson, Torrey DeWitt Donovan, James B. Dorsett, J. Dewey Drake, Hervey J. Duncan, O. D. Evans, Walter G. Fields, Ernest W. Finnegan, Thomas J. Foster, Alexander, Jr. Fredericks, Alanson Roswell Freeman, Mahlon A. Garvey, George A. Haberman, Phillip W., Jr. Hannah, Richards Wesley • Hargrave, Herbert W. J. Healy, T. J. Hyman, William A. Kissam, Leo T. Kottgen, Hector Lowther, W. E. Martin, William Francis Maurice, Stewart Mendes, William B. Moses, Henry C. Murphy, James R. (Ray) McCormick, Robert M. McElraevy, John, Jr. McGuirk, James J. Jr. McLoughlin, James J. Nichols, Henry W. O'Malley, Thomas J. Orr, George Wells Sawyer, Elmer Warren Schenck, William E. Schobinger, William \*Shereff, Jay Ten Eyck, Barent Topping, Price H. Ughetta, Casper B. Van Orman, Wayne Wagner, Richard C. Watters, Thomas, Jr. Werner, Victor Davis Wesley, George B. White, Thomas E. Winans, William M. Niagara Falls

Norwich Lee, David F.

Runals, Clarence R.

Peekskill Dempsey, James

Rochester
Block, Wilton A.
Burns, George
Green, Charles W.
Lamb, Edward H.
Webster, Luther Ira
Zurett, Melvin H.

Rome
O'Hara, James M.

Rye
Jacobson, Howard H.

Schenectady Salmon, Del B.

Syracuse
Bond, George H.
Bond, George H., Jr.
Brown, Oscar J.
Farnham, John H.
Fitzpatrick, William F.
Higgins, Grove Lawrence
Hughes, John H.
Mangin, William B.
Mawhinney, Donald M.
Murphy, Joseph B.
Murphy, Joseph Hawley
O'Connor, James H.
Ryan, Lewis C.
Stratton, Hubert C.

White Plains King, Oliver K.

Utica
Bisselle, Morgan F.
Burns, Edward J., Jr.
Craugh, Joseph P.
Hubbard, Moses G., Jr.
Kernan, Warnick J.
O'Hara, James M.
Tucker, Warren C.

#### NORTH CAROLINA

Asheboro Smith, Thomas Lynwood

Asheville

Bernard, Silas G.

Hartshorn, Edwin S.

Horner, J. M., Jr.

Jordan, John Y., Jr.

Uzzell, T. A., Jr.

Williams, Robert Ransom

Burlington Cooper, Thomas D.

Charlotte Gover, Charles H. Kennedy, Frank H.

Durham Sykes, Robert H.

Elizabeth City LeRoy, J. Henry

Fayetteville Anderson, Henry London

Greensboro Jordan, Welch Moore, Beverly C. McLendon, L. P. Sapp, Armistead W. Smith, Julius C.

Henderson Kittrell, R. G. Perry, Bennett H.

High Point Haworth, Horace S.

Kinston Whitaker, R. A.

Johnson, E. M. McLean, Dickson

Madison Brown, Junius C.

New Bern Ward, D. L.

Raleigh
Anderson, John H., Jr
Dupree, Franklin T., Jr.
Fletcher, A. J.
Ruark, Robert
Smith, Willis

Reidsville Brown, Junius C.

Rockingham Bynum, Fred W.

Rocky Mount Winslow, Francis E.

Rutherfordton Hamrick, Fred D.

Wilmington
Campbell, William B.
Carr, J. O.
James, Murray G.
Newman, Harriss
Poisson, Louis J.
Wright, Isaac C.

Winston-Salem Hutchins, Fred S. Ingle, John J.

#### NORTH DAKOTA

Bismarck Cox, Gordon V. Young, Clyde L.

Devils Lake Traynor, Mack V.

Fargo Nilles, Herbert G. Wattam, C. C.

Grand Forks
Bangs, Philip R.

Mandan Sullivan, John F. OHIO

Akron
Buckingham, Lisle M.
Guinther, Robert
Kelly, William A.
Olds, James
Walker, Howard C.
Waltz, Harold Addison
Wise, Chester G.

Ashland Gongwer, G. P.

Ashtabula Shaylor, Clyde L. Warren, Theodore E.

Bellaire Matz, Edmund L.

Canton Cope, Kenneth B. Ketterer, John G. Raley, Donald W. Wright, Clyde H.

Cincinnati
Hightower, H. G.
Marble, Harry E.
Schneider, Philip J.
Shaffer, Herbert
Shohl, Walter M.

Cleveland Baldwin, A. D. Burtt, Roger C. Butler, James A. Cull, Frank X. Davenport, Leroy Benjamin Diehm, Ellis Raymond Havighurst, James W. Horn, Clinton M. Howell, William D. Jamison, Robert H. Kistner, John R. Lipscomb, Thomas E. McNeal, Harley J. Reed, Peter Roberts, H. Melvin Roberts, Melvin M. Sellers, Charles W. Thomas, Adelbert W. Ulrich, Leslie R. VanDuzer, Ashley M. Weh, Robert M.

Columbus
Bennett, Hugh M.
Benoy, Wilbur E.
Dempsey, Peter E.
Doucher, Thomas A.
Fais, Gervais W.
Ford, Byron Edward
Foster, John E.
Frater, George E.
Harter, Joseph Morton
Hengst, James M.

Oklahor

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Hensel, Eugene L.
Huggard, Richard
Knepper, William E.
Lane, Collis Gundy
Leftwich, Charles W.
McNamara, J. Paul
Miller, Dale F.
Moore, John W. D.
Roberts, Kline L.
Saxby, Russell G.
Schoenborn, J. Urlin
Tangeman, Carl
Thornbury, P. L.
Trantham, Homer
White, Andrew J., Jr.
Wilcox, Marshall E.
Wiles, Arthur W.
Winkler, John H.

Coshocton Burns, Lawrence, Jr. Pomerene, Warner M.

Dayton
Altick, Hugh H.
Curtner, Clifford R.
Ebeling, Philip C.
Estabrook, Hubert A.
Matthews, Wm. M.
Pickrel, Wm. G.
Young, Robert F.

Elyria Rice, Robert H.

Gallipolis Cherrington, Henry W

Greenville Marchal, Vernon L.

Hamilton Andrews, John D.

Lancaster Martin, Geo. D.

Leroy
Beach, Charles Gordon
Curtis, Charles E.
McVay, Don
Moul, Charles E.

Lima Cable, C. M.

Mansfield Galbraith, James W. Gongwer, J. H.

Marietta Noll, Robert M.

Marysville Hoopes, C. A.

Medina Weber, John A. Williams, Harold L. Middletown Elliott, Clifford W. Wilmer, G. W. A.

New Philadelphia Fisher, Cletus A. Limbach, Arthur L.

Portsmouth Fitch, Chester P.

Ravenna Caris, A. L. Filiatrault, V. W.

Sandusky Flynn, James F.

Shelby
Anderson, James Alunzo
Cox, Virgil Q.
Green, Robert T.

Steubenville Allebaugh, Carl F. Francis, Marshall H. Irvine, John E.

Toledo
Boxell, Earl F.
Cobourn, Frank M.
Cole, Charles J.
Finn, William A.
Fuller, Fred E.
Notnagel, Leland H.
Smith. Robert H.
Stecher, Joseph D.
Stichter, Wayne E.
Warner, Milo J.

Troy Shipman, F. L.

Van Wert Landis, M. L. Wright, Kerns

Warren Kightlinger, Paul E.

Xenia Finney, J. A.

Youngstown
Emery, Norman A.
George, Hermon N.
Haynes, David C.
Nicholson, Robert J.
Pfau, William E.
Stephens, Oscar A.

OKLAHOMA

Alva Spellman, Fred B. H.

McAlester Arnote, Walter J.

Oklahoma City
Bowman, Byrne A.
Brown, Mart
Bulla, Merton N.
Butler, John F.
Cheek, Alex
Cheek, James C.
Crowe, V. P.
Dudley, J. B.
Duvall, Duke
Embry, John
Fellers, James D.
Gibson, J. I.
Johnson, Charles Edward
Johnson, Russell V.
Love, F. C.
May, Ralph J.
Monnet, Claude

Okmulgee Cochran, A. D.

Shawnee Abernathy, Geo. C. Abernathy, Kenneth

Pierce, Clayton B. Pierson, Welcome D.

Tolbert, Raymond A.

Ross, James H. Savage, Leonard H.

Tulsa
Davis, Parke
Rhodes, Chris L.
Smith, H. L.

#### OREGON

Portland Mautz, Robert T. Wood, Borden

#### PANAMA CANAL ZONE

Ancon Ramirez, Charles E.

#### PENNSYLVANIA

Allentown Snyder, Henry L.

Bradford Nash, Francis M.

Brandon, J. Campbell Henninger, Zeno F.

Chambersburg Strite, Edwin D.

Chester MacCarter, William J., Jr.

Doylestown Achey, Webster S. Easton Fox, Edward J., Jr.

Erie Brooks, John B.

Greensburg Best, R. E.

Harrisburg
Bailey, William S.
Feinour, John G.
Storey, Douglas D.
Wickersham, F. Brewster

Lancaster Hambright, George T. Windolph, F. Lyman

Norristown McTighe, Desmond J.

Philadelphia Beechwood, George Eugene Buntin, W. E. Burke, Patrick F. Campbell, Wm. T. Conwell, Joseph S. Cushman, Edward H. Daniel, Todd Detweiler, George H. Foley, Michael A. Goshorn, H. Rook Henderson, Joseph W. Klaw, Abel Koch, Roscoe R. Martin, John B.
Mason, William Clarke
Maxwell, David F. Mount, Thomas F. Mungall, Daniel Redeker, Harry S. Roberts, E. A. Swartz, C. Donald Williams, Ira Jewell

Pittsburgh
Chapman, Lawrence
Chilcote, Sanford Marshall
Dalzell, R. D.
Dickie, J. Roy
Jennings, Dale C.
Jones, Thomas Lewis
McCamey, Harold E.
McConnell, D. H.
Miller, John L.
Newman, Daniel S.
Pringle, Samuel W.
Sheriff, John C.

Reading Body, Ralph C. Stoudt, James W.

Scranton Harris, Walter W.

Big Si

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Cusick, Martin E. McNeal, Ira B.

Klien, Richard Henry Knight, Harry S.

## Uniontown

Higbee, W. Brown

#### Washington

Marriner, Rufus S. McAlister, David I. Wiley, John F.

#### RHODE ISLAND

Haire, J. Russell

#### Providence

Boss, Henry M., Jr. Hebert, Felix Kelly, Ambrose B. Reynolds, Francis V. Semple, Harold R. Sherwood, Herbert M.

#### SOUTH CAROLINA

#### Charleston

Buist, George L. Moore, Benjamin Allston Rivers, George L. Buist

#### Columbia

Cain, Pinckney L. Nelson, P. H. Whaley, Thomas B.

### Greenville

Johnston, John E.

Spartanburg Carlisle, Robert M. Daniel, C. Erskine

#### SOUTH DAKOTA

#### Mitchell

#### Robbie, Joseph H., Jr.

### Pierre

Goldsmith, Karl

# Rapid City

Leedom, Boyd

#### Sioux Falls

Bailey, T. M. Warren, F. G. Woods, M. T.

#### Watertown

Stover, Walter

#### TENNESSEE

#### Bristol

Stant, Donald T.

#### Chattanooga

Folts, Aubrey F. Miller, Vaughn Moore, Alvin O. Noone, Charles A.

### Fayetteville

Holman, B. E.

#### Knoxville

Bass, Leslie Cox, Taylor H. McCampbell, H. H., Jr. McConnell, Robert M. Poore, H. T. Webb, D. C.

#### Memphis

Apperson, John W. Armstrong, W. P. Braden, Emmett W. Fitzhugh, Millsaps Heiskell, A. Longstreet King, Earl McCadden, J. E. McDonald, W. Percy Nelson, Robert M. Taylor, Lowell Watson, James W.

#### Nashville

Crownover, Arthur, Jr. Davis, Lindsey M. Henry, Douglas Maddin, John Keith Manier, Miller Manier, Will R., Jr. McCary, Joe T. McGugin, Dan E. Peebles, James M. Watkins, Thomas G.

Paris Van Dyke, James W.

#### TEXAS

#### Alpine

Ray, Frank O.

#### Amarillo

Morgan, B. L.

#### Austin

Brown, Jay H. Gay, Coleman

#### Beaumont

Bell, Major T. Carrington, Edward C. Cecil, Lamar Keith, Quentin Marcus, David C.

Big Spring Little, James

Dallas Bateman, Harold A. Brundidge, Oscar D. Ford, Logan Gardere, George P. Grissom, Pinkney Hall, Albert B. Head, Walton O. Holland, Robert B. Lancaster, J. L. Lipscomb, William Malone, Ralph Waldo Rice, J. Percival Strasburger, Henry W. Thompson, William Thompson, Will C.

Thurman, Hal C. Touchstone, Lucian

Touchstone, O. O. Wassell, Thomas W.

Brown, Volney M. Hardie, Thornton Morton, R. A. D.

Fort Worth Cantey, S. B., Jr. Crowley, S. A. Gooch, J. A. (Tiny) Parker, G. W., Jr.

Galveston Levy, Adrian F. Mills, Ballinger

Houston Arnold, W. N., Jr. Brown, William Russell Cole, Robert L., Sr. Cole, Robert L., Jr. Freeman, John H. Gresham, Newton Kemper, W. L. Mehaffy, James W. Morris, Larry W. Wood, A. C.

Midland Kerr, William L. Turpin, Robert M.

San Antonio Birkhead, Claude V. Groce, Josh H. Lang, Sylvan

Ramey, T. B., Jr.

Naman, W. W.

Wichita Falls King, Bert UTAH

Salt Lake City Cannon, Edwin B. Ray, Paul H. Shields, Dan B.

VERMONT

Rutland Ryan, Charles F.

VIRGINIA

Stant, Donald T.

Charlottesville Duke, W. E.

Norfolk Black, Barron F. Breeden, Edward L., Jr. Hoffman, Walter E. Martin, Fred E. Pender, Wm. C. Pender, Wm. C. White, Harvey E. Williams, Leigh D.

Richmond Beverley, William Welby Bowles, Aubrey R., Jr. Drewry, W. Shepherd Gay, Thomas Benjamin Goddin, John C. May, John G., Jr. Mays, David J. Parker, Alexander W. Wicker, John J., Jr.

Roanoke Muse, Leonard G. Shackelford, Geo. S., Jr.

WASHINGTON

Brethorst, Stephen W.
Cook, Jo D.
Eggerman, D. G.
Gates, Cassius E.
Hutson, Chas. T. Kahin, George Karr, Day Karr, Payne Long, Stanley B. McKelvey, W. R. Rode, Alfred Skeel, E. L. Truscott, William J.

Spokane Lowe, R. E.

#### WEST VIRGINIA

Charleston
Guiher, James M.
Jackson, Thomas B.
Klostermeyer, Howard R.
Morris, Stanley C.
O'Farrell, William T.

Clarksburg Guiher, James M. Robinson, Howard L. Stathers, William G.

Elkins Arnold, D. H. Hill

Huntington Marshall, E. A. Scott, Paul W.

Martinsburg Martin, Clarence E.

Parkersburg Davis, Fred L. Hiteshew, H. O.

Wheeling Curl, Joseph R. Goodwin, Russell B. Hugus, Wright

Williamson Slaven, Lant R.

#### WISCONSIN

Appleton
Bradford, Alfred S.
Parnell, Andrew W.

Beloit Adams, H. W.

Chippewa Falls Stafford, Harold E.

Eau Claire Bundy, Egbert B.

Fond du Lac O'Neill, Edward T.

Green Bay Bie, Walter T. Everson, E. L.

Janesville Grubb, Paul N. Ryan, Stanley M.

Kenosha Richardson, Chester D. La Crosse Bunge, J. C. Engelhard, L. M. Fuller, Hubert V.

Iadison
Grelle, Robert C.
Hart, Lawrence E.
Schlotthauer, George McD.
Snodgrass, Philip N.
Sutherland, Robert J.
Toebaas, Oscar T.

Manitowoc Clark, W. J. Emmert, Dudley O.

Milwaukee
Borgelt, E. H.
Dougherty, Glenn R.
Grubb, Kenneth P.
Hayes, Gerald P.
Jacobson, Stanley V.
Kivett, Austin W.
Kluwin, John A.
Lamfrom, Leon B.
Mehigan, Irving Patrick
Swanstrom, Gerald M.
Wickham, Arthur

New Richmond Doar, W. T.

Oshkosh Dempsey, Ray C.

Racine Heft, Carroll R. Myers, S. P. Whaley, Vilas H.

Rice Lake Coe, Laurence S.

Stevens Point Dunn, Michael J. Schroeder, H. J.

Superior Anderson, Rudolph E.

Wausau Genrich, Fred W. Smith, Charles F. Sweitzer, J. Mearl

Wisconsin Rapids Graves, R. B.

WYOMING

Cheyenne Swainson, Clarence A.

# International Association of Insurance Counsel

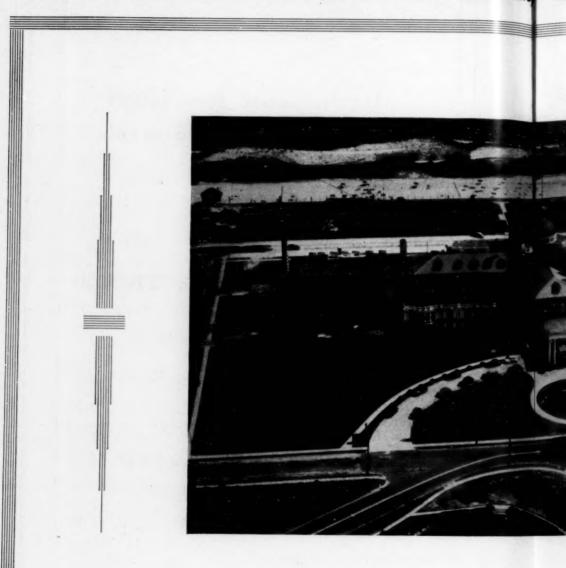
TWENTIETH ANNUAL CONVENTION

THE MONMOUTH HOTEL

SPRING LAKE BEACH, NEW JERSEY

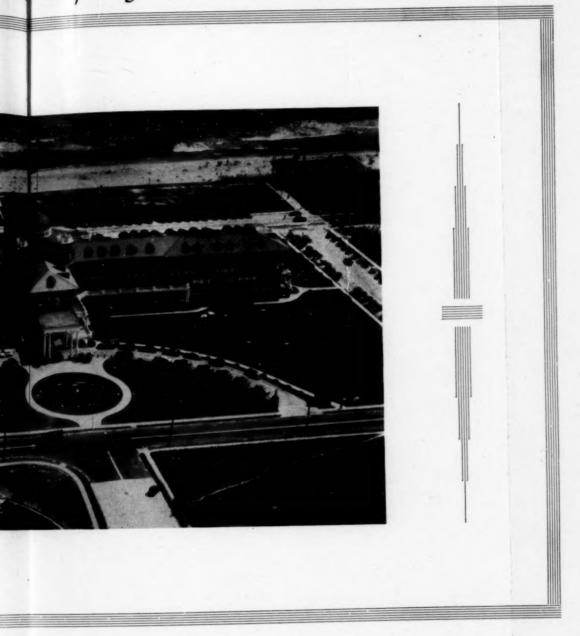
SEPTEMBER 4, 5 AND 6, 1947

# The Monmouth Hotel and Beach



Annual Meeting, Septem

ach Spring Lake Beach, New Jersey



tember 4th, 5th, and 6th, 1947

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